



# **WALLACE COMMUNITY COLLEGE - DOTHAN**

**BID #: 1627**  
**Banking Services**

**Issue Date: Thursday, September 19, 2024**

**Due Date: Thursday, October 3, 2024 at 2:00 PM CST**

**Mail or Submit to:**

Wallace Community College – Dothan  
Business Affairs Office  
1141 Wallace Drive  
Dothan, AL 36303

**Direct all bid inquiries to:**

Lauren Tidwell  
Administrative Secretary, Dean of Business Affairs  
Phone: 334-556-2288  
Email: [ltidwell@wallace.edu](mailto:ltidwell@wallace.edu)



## BID INSTRUCTIONS

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ADMINISTERED BY:

Linda C. Young, President

Marc Nicholas, Dean of Business Affairs

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1. The price(s) submitted should include any associated costs such as any labor, equipment, transport/delivery charges, training materials, etc.
2. No price shall include state tax or federal excise tax. Exemption letter furnished upon request.
3. All forms must be completed in ink and signed/initialed/notarized/witnessed where required. Pencil will not be accepted.
4. Must be submitted in a sealed envelope using the forms provided and clearly indicate the bid number, bid name, and opening date on the outside of the return envelope.
5. If a requested item or service cannot be furnished as specified, a substitute may be made by giving full description of the item or service being bid.
6. Correction of errors in evaluation factors will not be allowed after bid opening. However, the College reserves the right to waive or allow correction of technical errors in accordance with Alabama Code, Section 41-4-132.
7. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) requires that, as a condition for the award of a contract by a government agency 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. 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](http://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. **The contractor's E-Verify Memorandum of Understanding must be supplied before contract award.**



## BID AGREEMENT

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ADMINISTERED BY:

Linda C. Young, President

Marc Nicholas, Dean of Business Affairs

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### A. OBJECTIVE

Wallace Community College – Dothan (WCCD) is soliciting bids from experienced and qualified banking institutions to provide banking services. A statement summarizing the College’s account transaction history for the past twelve months is attached for your review. The award will be made to the banking institution that provides the highest degree of quality service. Service will commence on November 1, 2024 and continue for a minimum of five years.

### B. GENERAL VENDOR REQUIREMENTS

The successful bidder must:

- 1) Have sufficient capability and capacity to provide the full scope of services requested herein.
- 2) Provide all materials and supplies necessary to perform the Contract.
- 3) Attend meetings as needed with College representatives, which may include a pre-bid meeting, pre-contract meeting, and occasional resolution/clarification meetings. The date, time, and location of these meetings will be provided as scheduled.

### C. SCOPE OF WORK/PURPOSE

Wallace Community College –Dothan (WCCD) is releasing this bid with the intent to receive the proposals from qualified banking institutions to provide WCCD professional banking services and cash management services in accordance with the terms, conditions and specifications contained in this bid. Unless otherwise specified, WCCD intends to make the award to one vendor capable of satisfying all bid requirements for reasons of convenience of one banking institution, consistent services, and pricing advantage, which WCCD deems in its best interest.

The top three candidates will be required to complete a 45-minute (maximum) presentation demonstrating other banking services that may be beneficial and will be provided to the college not listed in the bid.

OUR INSTITUTION WILL...	YES/NO	RATE/ CHARGE	COMMENTS
1. Provide magnetic encoded deposit slips in accordance with college specifications.			
2. Provide checks or reimbursement for printing services in accordance with college specifications.			
3. Provide documentation of a qualified public depository under the Security for Alabama Funds Enhancement Act (SAFE), as prescribed in section 41-14a of The Code of Alabama 1975 as amended.			
4. Provide an intertest bearing checking account for college funds. Please include detailed information regarding interest rates, type of account, restrictions, etc.			
5. Provide daily scheduled courier service for deposits. During peak periods provide twice-daily courier service for the Dothan Campus.			
6. Does you institution offer positive pay. Please describe what information is verified via positive pay. Check amount, payee, name verification, signature, etc.			
7. Does your institution offer electronic fraud protection for ACH debits? Please describe.			
8. Ability to accept text file to upload for positive pay or ACH.			
9. Ability to provide wire transfers.			
10. Provide for "Returned Checks" by mailing a notice along with the returned item to the College's collection agency and then a second notice to the college.			
11. Provide Merchant Services for Mastercard /Visa processing. Please include detailed information regarding discount rates, annual fees, monthly fees, one-time fees, frequency of rate changes, any required equipment, and the related required prices, other fees, etc.			
12. Provide the ability to upload cleared check list into Banner.			
13. Provide Discover processing. Please include detailed information regarding discount rates, annual fees, monthly fees, one-time fees, frequency of rate changes, any required equipment, and the related required prices, other fees, etc.			
14. Provide tamper proof deposit bags.			

15. Provide a printed statement of transactions within 7 working days after each month.			
16. Arrange cancelled checks in numerical order and arrange deposits in chronological order.			
17. Provide verbal notification to the Director of Accounting and Finance of any overdraft which may occur. Provide a 24-hour grace period for the College to cover any overdrafts.			
18. Designate an "Account Executive" to be available for immediate response as needed.			
19. Provide night deposit access.			
20. Provide safety deposit box for College use.			
21. Provide ACH origination service for College's monthly payrolls. Please include detailed information regarding fees, charges and software associated with this service.			
22. Provide Internet Banking with access to view/print transactions, view/print/download reports and place stop payments.			
23. Provide monthly electronic reconciliation file to be imported into the College's Banner software. File format to be provided.			
24. Provide overnight investment.			
25. Provide CD Rom or Zip file along with monthly statement containing images of paid checks.			
26. Provide onsite ATM machine to include regular replenishments and required servicing.			
27. Describe the bank's deposit requirements. How should the coin and currency deposits be prepared? Can checks, currency and coin be included in the same deposit or are split deposits required?			
28. Please fully describe the bank's online information reporting system to include file format available to export and detailed list of reports. Can these be accessed by mobile phone? Can reports be custom tailored for the end-user?			
29. What is the bank's contingency plan for providing this information in the event of unexpected bank system problems or natural disasters?			
30. Provide all routine banking services not specifically addressed in this document.			

**D. SPECIFICATION VARIATION**

Please list below any variations from the stated specifications and the associated price:

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**E. EVALUATION FACTORS**

- 1) PRICING: Bidders should submit pricing that fully considers all aspects of Sections C and D. The pricing should not include sales tax and should include all applicable costs such as labor, equipment, materials, transport/delivery charges, fuel cost, training materials, etc. Bidders should consider any possible fluctuation of these applicable costs in the bid pricing.
- 2) EXPERIENCE AND REFERENCES: Vendor shall demonstrate experience with public and/or private sector clients of similar scope and size to the College by providing at least three (3) references using the enclosed Vendor Reference Form.

**Failure to provide responses to the Evaluation Factors above may result in a bid package being declared nonresponsive.**

**F. EVALUATION SCALE**

The bid providing the best overall service and cost to the College will be awarded the contract using the following evaluation criteria:

1) Pricing of specified services/materials	70%
2) Experience and references	20%
3) Presentation	10%
Total:	100%

Proposals will be ranked in order from least cost/most beneficial to the College to the highest cost/least beneficial to the College in each attribute. Review for item (1) will be numerical and based solely on proposed prices. Review for item (2) and (3) will be subjective and based on the information provided by the bidder.

**G. BID SCHEDULE**

The table below shows the intended schedule for this bid, which the College will make every effort to adhere to.

<b>Event</b>	<b>Responsibility</b>	<b>Day, Date and Time</b>
Issue Bid/RFP	The College	Thursday, September 19, 2024
Submit Written Questions	Vendor	Thursday, September 26, 2024, by 12:00 PM CST
Response to Written Questions	The College	Monday, September 30, 2024
Submit Bid/Proposal	Vendor	Thursday, October 3, 2024, by 2:00 PM CST
Presentation	Vendor	TBD
Contract Effective Date	The College	November 1, 2024

## H. **BID QUESTIONS**

Upon review of the bid documents, Vendors may have questions to clarify or interpret the bid in order to submit the best bid possible. Vendors should submit any such questions by the above due date. Written questions should be emailed to [ltidwell@wallace.edu](mailto:ltidwell@wallace.edu) by the date/time specified above. Vendors should enter "Bid #1627: Questions" as the subject for the email. Questions should include reference to the applicable bid section.

Questions received prior to the submission date, the College's response(s), and any additional terms deemed necessary by the College will be posted in the form of an addendum to the College's Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> and shall become an Addendum to this bid. No information, instruction or advice provided orally or informally by any College personnel, whether made in response to a question or otherwise in connection with the bid, should be considered authoritative or binding. Vendors should rely only on written material contained in an Addendum to this bid.

## I. **BID SUBMITTAL**

Vendors shall bear the risk for late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received by the College by the specified date and time of opening. Any bid received or attempted to be submitted after the deadline will be rejected.

All bids should be submitted in a *sealed* envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College – Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.

Critical updates may be included in Addenda to this bid. It is important that all participating Vendors periodically check the College's Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> for any Addenda that may be issued prior to the proposal due date. All Vendors shall be deemed to have read and understood all information in this bid and all Addenda thereto. Bid submissions shall be in accordance with the terms and conditions herein and any addenda issued hereafter.

## J. **BID SUBMITTAL CONTENTS**

Below are the requirements necessary for a complete bid packet. These requirements include any authorized signatures where requested. Vendor submissions should include the following items and should be arranged in the following order.

- 1) **Bid Agreement**: The Bid Agreement must include all pages (pp. 1-9) of this bid document with completion of Specifications/Pricing in Section C, Specification Variation in Section D, if any, Evaluation Factors in Section E, and the required authorized signature and notary at the end of page 9.
- 2) **Subcontractor List** (if applicable): Provide a list of current subcontractors, if any, to be used during the Contract for the College's review and approval.
- 3) **Vendor Reference Form (Enclosure A)**: At least three (3) references from clients similar to the scope of the College.
- 4) **Vendor Contact Form (Enclosure B)**: Include company name, physical address, mailing address, company phone number, the authorized representative's name, title, direct phone number and email address.
- 5) **Disclosure Statement (Enclosure C)**: Completed, signed, and notarized
- 6) **Beason-Hammon (Enclosure D)**: Completed, signed, and witnessed
- 7) **W9 Tax Form (Enclosure E)**: Completed and signed
- 8) **Vendor's E-Verify MOU**: Provide a copy of E-Verify Memorandum of Understanding as detailed on pg. 2.

## **K. CONTRACT DURATION**

The terms of the Contract shall begin at the time of contract award. The Contract shall have an initial term of two (1) year, beginning on the date of contract award (the "Effective Date"). At the end of the Contract's initial term, the College shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for four (4) additional one-year option periods. The College will notify the Vendor of its intent to exercise the option to renew by the end of the then-current term. The Vendor can choose to reject any of the option periods, in which case the College will solicit new bids. If the Vendor chooses not to enter into an option period, the services shall continue at the stated terms until the end of the then-current term.

## **L. FINANCIAL TERMS**

- 1) The Vendor should only accept and process sales orders that are accompanied by a Purchase Order. The College is not financially liable for orders that are not pre-approved through the Purchase Order process.
- 2) By submitting this Bid Agreement, the vendor acknowledges entry into a contract to provide the welding gases, and accompanying equipment, to the College at the prices identified herein. Any instance of the winning bidder invoicing the College at a different price will be a violation of the contract.
- 3) To rectify any price discrepancies, delivery issues, or billing problems, the winning bidder will be required submit a cashier's check in the amount of \$1,000 to be held in an account by the College for the duration of the contract and any applicable option periods. This check will be returned upon contract completion.
- 4) Payment to the Vendor will be made after the completion of each order/service and after submission of an invoice by the Vendor. The Vendor shall provide any administrative documentation required such as disclosure statements, tax identification forms, etc. necessary for the successful processing of payment.
- 5) The standard arrangement for invoicing shall be single invoices, meaning the Vendor shall provide the College with an invoice for each separate order. Invoices must include specific line-item information, which includes separate line items for each charge, to allow the College to verify that invoiced pricing matches the pricing established through this bid.

## **M. TERMINATION**

The College reserves the right to terminate the Contract for non-performance should the Vendor not meet the criteria of the Contract. If the Vendor does not meet the Contract requirements, the College will issue a cure notice specifying the deficiencies 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. Either party reserves the right to terminate this contract with a 90-day written notice. If either party chooses to terminate this contract, the agreed upon services should continue at the terms specified herein throughout the termination period.

## **N. 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, Section 41-4-132. This contract will not be awarded solely on the basis of the lowest price offered, but on the best overall value, quality and timeliness for the College.

## **O. ACKNOWLEDGMENT/CERTIFICATION**

By executing this Bid Agreement, the undersigned certifies to all of the following and acknowledges the contract may be declared void if it is discovered these certifications are false:



- 1) In compliance with Alabama Code 41-16-5, 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.
- 2) As required by Alabama Code 41-4-142, the undersigned certifies to the best of the vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.
- 3) As required by Alabama Code 41-4-142, the undersigned certifies that it, its contractors, or affiliates are appropriately registered to collect and remit sales and use tax, or simplified sellers use tax and lease tax.
- 4) As required by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535), the undersigned vendor certifies that it, and each of its sub-contractors for any contract awarded as a result of this bid/proposal, complies with the requirements of Act 2011-535, including the requirement for each employer in Alabama to verify the work authorization of its employees through the federal E-Verify system.
- 5) I 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: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Terms: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Sworn to and subscribed before me this _____ day of _____ 20____ <hr style="border: 1px solid black;"/> Notary Public My Commission Expires: ____/____/____
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George C Wallace Community College  
 Banking Services Proposal  
 Transaction History: June 2023 - June 2024

Month/Year	Checks Cleared			Deposits		Visa		Mastercard		Discover	
	Number	Amount	Ending Cash	Number	Amount	Transactions	Deposits	Transactions	Deposits	Transactions	Deposits
June, 2023	299	\$ 630,212.41	\$ 8,583,070.92	27	\$ 175,549.38	85	\$ 13,618.10	40	\$ 18,528.63	3	\$ 252.42
July, 2023	472	\$ 1,111,793.57	\$ 8,248,520.58	36	\$ 232,218.20	133	\$ 109,124.01	74	\$ 61,113.80	5	\$ 4,692.50
August, 2023	335	\$ 1,514,513.45	\$ 8,191,940.57	61	\$ 389,795.97	1131	\$ 828,267.56	406	\$ 364,668.70	71	\$ 76,425.00
September, 2023	803	\$ 2,027,887.22	\$ 11,554,066.32	45	\$ 80,245.74	182	\$ 23,325.78	78	\$ 17,022.63	9	\$ 1,504.00
October, 2023	436	\$ 2,388,358.13	\$ 8,283,464.43	39	\$ 66,445.05	250	\$ 25,122.25	120	\$ 39,775.92	9	\$ 859.25
November, 2023	236	\$ 1,183,300.83	\$ 10,044,395.65	35	\$ 241,202.69	142	\$ 21,216.87	70	\$ 13,080.38	8	\$ 494.00
December, 2023	324	\$ 912,134.87	\$ 9,353,098.66	29	\$ 219,105.92	221	\$ 183,127.69	107	\$ 74,746.08	15	\$ 9,196.25
January, 2024	177	\$ 671,929.00	\$ 8,334,318.30	44	\$ 146,817.09	761	\$ 646,400.01	323	\$ 268,799.48	63	\$ 67,946.71
February, 2024	644	\$ 1,207,348.48	\$ 10,717,026.86	33	\$ 40,258.62	170	\$ 16,968.01	58	\$ 18,984.99	8	\$ 3,421.80
March, 2024	381	\$ 1,782,213.86	\$ 7,531,229.62	32	\$ 442,806.27	381	\$ 41,976.33	47	\$ 39,274.33	8	\$ 390.63
April, 2024	276	\$ 842,997.42	\$ 8,370,322.05	36	\$ 240,546.46	201	\$ 65,503.49	65	\$ 19,637.36	15	\$ 11,632.50
May, 2024	365	\$ 2,207,162.08	\$ 7,801,052.86	39	\$ 176,230.01	578	\$ 376,087.77	280	\$ 221,505.33	43	\$ 39,367.07
June, 2024	1012	\$ 1,602,893.65	\$ 8,140,117.86	32	\$ 132,227.00	102	\$ 36,280.61	33	\$ 30,037.00	2	\$ 145.00

\*At the end of each month, the College produces a payroll for 450 full-time and part-time employees with approximately 450 direct deposits.



## VENDOR CONTACT FORM

### COMPANY INFORMATION

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

### AUTHORIZED REPRESENTATIVE'S INFORMATION

Authorized Representative's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Direct Phone Number: \_\_\_\_\_

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



# 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 of 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
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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.)

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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.)

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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
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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

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**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.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

**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.

**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) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (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.

**Social security number**

				-			-				
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**or**

**Employer identification number**

				-								
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**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.

## 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](http://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.

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 \_\_\_\_\_