Document List

Fleet Golf Cart and Site Service Vehicle Bid
RSA Robert Trent Jones Golf Courses
Montgomery, Alabama

1. Invitation to Bid
2. General Instructions to Bidders
3. Proposal Form
4. Description and specifications
5. Sample Purchase Order with Terms and Conditions
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TEACHERS'RETIREMENT SYSTEMS OF ALABAMA
AND
EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA
Hereinafter referred to as "RSA"
MONTGOMERY, ALABAMA

INVITATION TO BID FOR:

Fleet Golf Cart and Site Service Vehicle Bid
RSA Robert Trent Jones Golf Courses
Montgomery, Alabama

Owner:
RSA
Attn: Steve Timms
Director of Construction and Development
Retirement Systems of Alabama
201 South Union Street
Montgomery, AL 36130
334-517-7216
steve.timms@rsa-al.gov

Bids **MUST** be received prior to 2:00 p.m. Local Prevailing Time on November 10, 2015 at which time they will be publicly opened and read aloud at the RSA Real Estate Conference Room, 7th Floor, 201 South Union Street, Montgomery, Alabama.

The purpose of the invitation to bid (ITB) is to establish an agreement with a qualified vendor.

Complete bid documents are available upon written request from the Owner's representative.

TEACHERS' RETIREMENT SYSTEMS OF ALABAMA
AND
EMPLOYEES' RETIREMENT SYSTEMS OF ALABAMA

Fleet Golf Cart and Site Service Vehicle Bid
RSA Robert Trent Jones Golf Courses
Montgomery, Alabama

GENERAL INSTRUCTIONS TO BIDDERS
ALL PACKAGES
READ ALL TERMS, CONDITIONS AND SPECIFICATIONS

PURPOSE – The purpose of the Invitation to Bid to establish an agreement for furnishing and installation of equipment and software as described in the bid document.

Label your bid response envelope with, **Fleet Golf Cart and Site Service Vehicle Bid**

1. Bids not identified may be rejected.

2. **Submit your bid on time. ALL LATE BEDS WILL BE REJECTED.** The Teachers' Retirement Systems of Alabama and Employees' Retirement Systems of Alabama to be referred to as RSA assumes no responsibility for bid responses that are late due to US Postal Service, private courier, or any other reason.

3. **Bids must include 3 original unbound copies.** Each copy must include the fully completed bid form and the vendor disclosure statement and any other required information.

4. **Bids must be signed.** Signatures must be original, hand-written.

5. Bid pricing should be submitted on the pricing sheet provided.

6. **Individual unit pricing must be submitted for each specification enclosed.**

7. Any errors or corrections to a bid response should be initialed prior to opening of the bid. Bid modifications indicated on the exterior of the envelope will not be considered.

8. All questions regarding bids must be submitted to Steven Timms via e-mail no later than 72 hours prior to the bid opening date to be considered. Questions and answers will be distributed to all qualified bidders who request this information be forwarded and who provide us with an email address to send the information.

9. Delivery date may be considered a factor in determining award. Bidder must also be able to provide samples by the date specified on the bid form, if required.

10. It is not a requirement to be a registered bidder with the State of Alabama to qualify to bid. However, the contractor must be fully licensed and registered as a corporation in compliance with law.

11. STATE LAWS. All bidders are responsible to compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency. Where required by law the vendor must procure proper business and contracting licensing.

12. RSA is exempt from paying Federal Excise tax, state and local sales tax. Bidders must offer prices which do not include such taxes. Where use tax, lease tax or fees are applicable they must be identified and their cost shown as separate items.

13. SPECIFICATIONS: Please see attached specifications and drawings or other documents. All pricing must be based on these documents.

14. BID OPENING: The bid opening will be conducted at the RSA, Montgomery, AL at the time and date specified in the ITB.

15. AWARD:

    a. An award will be made to the best value qualified bidder meeting all specifications, terms and conditions. In determining the lowest - best value bidder, consideration will be given to system efficiency, offered features, bidder's experience and reputation for quality and on-time delivery of product. Delivery and installation schedule may be considered.

    b. This is a one time formal bid process and there will be no further opportunities to submit revised pricing. Submit pricing for the **EXACT** specification. **Bidders may also submit pricing for alternates noting the specific deviations from the original specification, however, the bid award will be made on the original specifications.**

    c. Enclosed in this bid package is a sample of RSA Purchase Order general and Specific Conditions. By submitting a bid, the bidder agrees to execute the Contract and Purchase Order as set forth by the terms provided.

16. OVERRUNS IF APPLICABLE: RSA prefers delivery and invoicing of the exact quantity of items ordered. If the manufacturer requires the acceptance of overages the maximum exact percentage must be stated in the bid and cost therefore included.

17. Cost of all samples, mock ups, tests or strike-off's etc. **Must** be included in the bid.

18. EQUIPMENT, MATERIALS and SUBSTITUTIONS. A) Every part of the work shall be executed in a workmanlike manner in accordance with the contract documents and approved submittals. All materials used in the work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the work and shall be new except such materials as may be expressly provided or allowed in the contract documents to be otherwise. B) Whenever a product, material, system, item of equipment, or service is identified in the contract documents by reference to a trade name, manufacturers name, model number, etc. (hereinafter referred to as "source") and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design and quality and the contractor may submit, for the purchasers approval, products, materials, systems, equipment or services of other sources which the contractor can prove to the purchasers satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of paragraph D below apply. Such proposed substitutions are not to be purchased or installed without the purchasers' written approval of the substitution. C) If the contract documents identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by "or approved equal" or similar wording, the contractor may make substitution only after evaluation by the purchaser and execution of an appropriate contract change order. D) If the contract documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the contractor must furnish the identified sole source.

19. The Owner reserves the right to waive the informalities.

END OF SECTION

Fleet Golf Cart and Site Service Vehicle Bid
RSA Robert Trent Jones Golf Courses
Montgomery, Alabama

PROPOSAL FORM

To: Dr. David G. Bronner, CEO
The Retirement Systems of Alabama
Dated:_____

The undersigned, having examined all Contract Documents for the **Fleet Golf Cart and Site Service Vehicle Bid** and having studied the site and locality of work in all particulars and having become familiar with all pertinent conditions, hereby proposes to furnish all work called for in the said document as follows:

1 Carts: Cost of carts with all accessories per each as described in the specifications. Owner reserves the right to purchase more or less units at the unit cost as quoted. Delivery is lump sum for all carts but in quantities delivered to each site as described in the bid documents. For units above or below quantities stated below the delivery cost will be adjusted.

Type	Description	Quantity	Unit Cost	Total
A	Electric Fleet car	1447		
B	Gas Fleet car	22		
C	Gas/6P/Shutt	10		
D	Gas/4P/Shutt	4		
E	Gas/LGt DTY UTLTY	91		
F	ELC/ LGt DTY UTLTY	10		
G	GAS/Bev Cart	32		
DEL	Delivery all units	1	ls	

TOTAL of all items: _____

Receipt of ADDENDA numbered ____, ____, ____, and ____ is acknowledged.

It is agreed that this bid shall be held open and not withdrawn for 30 days from this date.

The undersigned certifies that he is authorized to execute contracts on behalf of the bidder as legally named, that this proposal is submitted in good faith without collusion with any other bidder, and that the bid is in full accord with State Law. Notice of acceptance may be addressed to the undersigned as indicated below.

Legal Name: _____

Address: _____

By: (Signature) _____

Name (Printed): _____

Title: _____

Fleet Golf Cart and Site Service Vehicle Bid
RSA Robert Trent Jones Golf Courses
Montgomery, Alabama

SPECIFICATIONS

OBJECTIVE

The purpose of this bid is to establish a contract with the best value bidder in order to furnish and deliver fleet golf cars and service vehicles to various sites on the Owner's golf locations as described, specified and indicated herein.

Successful bidder will be responsible for providing all engineering, transportation, supervision, labor, tools, taxes, royalties, licenses, supplies and any other cost or material required necessary to perform the services described and shown herein in a complete and workman like manner

RSA will require the Vendor to provide a high-degree of support and customer service in the execution of this work.

VENDOR REQUIREMENTS

The Vendor must demonstrate the following qualifications:

- All necessary general and specialty licenses for the delivery of the services described in this RFP
- Dedicated corporate account representative
- Demonstration of the ability to deliver the material in the quantities as specified and in the time table established herein
- Be a manufacturer of the product
- Similar operational experience of size and scope.
- Proven similar installation.

SCOPE

Manufacturing, assembly, delivery, set up and check out of various gas and electric carts as described herein.
This work includes final testing of each vehicle to make sure it is operational and registration of warranties.
This work includes final certification of that all accessories and components as specified are included prior to final payment.
This work includes training the owner's personnel on operation and maintenance of this system.

The manufacturer will hold the unit cost as quoted for one year from the bid date to facilitate additional purchases.
The manufacturer will extend the unit cost to the Owner's other operational units.

General Requirements and Description

Vehicles are based on EZGO nomenclature. Prior to the bid, all other manufacturers must submit lists of products they intend to furnish as equals for approval.

Sales Tax is not to be included in your bid. You will be issued RSA Direct Pay purchase orders for tax savings on materials purchased.

All freight and delivery and unloading and distribution of your materials is to be included in your bid.

Final delivery of all carts must be furnished, installed and operation by **January 31, 2016**. The Owner may take early delivery with adequate prior notice.

Model and description:

Type A: Electric Fleet car equal to E-Z-GO TXT model 2016 TXT48V (or equal) with standard and extra features as described:

Durable steel or aluminum frame, Center Mounted Cup Holders, Injection Molded TPO Body w/ Fade Resistant Automotive Style Paint or equal, manufacturer's standard battery configuration with batteries equal Trojan T-8v. Slip resistant floor mat, Self-compensating Rack and pinion steering, Self-adjusting dual rear wheel brakes, Car Programmability via TruCourse Technology (or equivalent), Single piece front axle (or equivalent).

Description	**Accessories**
48-Volt D/C Electric Golf Cart Champagne Color w/ Tan Roof & Seat Multi-Surface Tires (No head or Brake lights)	Split-fold windshield Bagwell/ Golf Bag Rain Cover 4 Spoked Hub Caps 1 Point Watering System 1 Sweater Basket 1 Information Holder 2 Sand/Divot Buckets 1 Bagwell Protection Shield 2 Numbers per vehicle

Type B: Gas Fleet car equal to E-Z-GO TXT model 2016 TXT Gas (or equal) with standard and extra features as described:

Minimum 13.5 Horsepower Carbureted Single Cylinder Engine (or equivalent), Durable Steel or Aluminum Frame, Center Mounted Cup Holders, Injection Molded TPO Body w/ Fade Resistant Automotive Style Paint or equal, Slip resistant floor mat, Self-compensating Rack and pinion steering, Self-adjusting dual rear wheel brakes, Single piece front axle (or equivalent).

Description	**Accessories**
Gas powered Golf Cart Champagne Color w/ Tan Roof & Seat Multi-Surface Tires	Split-fold windshield Bagwell/ Golf Bag Rain Cover 4 Spoked Hub Caps

(No head or Brake lights)	1 Point Watering System 1 Sweater Basket 1 Information Holder 2 Sand/Divot Buckets 1 Bagwell Protection Shield 2 Numbers per vehicle

Cart Type C: Gas six person shuttle car equal to Cushman model 2016 Shuttle 6 Gas (or equal) with standard and extra features as described:

Minimum 13.5 Horsepower Carbureted Single Cylinder Engine (or equivalent), Durable Steel or Aluminum Frame, Center Mounted Cup Holders, Injection Molded TPO Body w/ Fade Resistant Automotive Style Paint or equal, Self-compensating Rack and pinion steering, Self-adjusting dual rear wheel brakes, Single piece front axle (or equivalent).

Description	**Accessories**
Gas Powered- Six Passenger Shuttle Cart Champagne Color w/ Tan Roof & Seats Prefer back seat to fold flat forming cargo bed	Windshield

Cart Type D: Gas four person shuttle car equal to Cushman model 2016 Shuttle 4 Gas (or equal) with standard and extra features as described:

Minimum 13.5 Horsepower Carbureted Single Cylinder Engine (or equivalent), Durable Steel or Aluminum Frame, Center Mounted Cup Holders, Injection Molded TPO Body w/ Fade Resistant Automotive Style Paint or equal, Self-compensating Rack and pinion steering, Self-adjusting dual rear wheel brakes, Single piece front axle (or equivalent).

Description	**Accessories**
Gas Powered- Four Passenger Shuttle Cart Champagne Color w/ Tan Roof & Seats Cargo/luggage bed	Windshield

Cart Type E: Gas Powered- Light Duty Utility Vehicle equal to Cushman model 2016 Hauler 1200 Gas (or equal) with standard and extra features as described:

Minimum 13.5 Horsepower Carbureted Single Cylinder Engine (or equivalent), Durable Steel or Aluminum Frame, Center Mounted Cup Holders, Injection Molded TPO Body w/ Fade Resistant Automotive Style Paint or equal, Roto-molded polyethylene, 1200 pound vehicle capacity, 800 pound bed-load capacity, Self-compensating Rack and pinion steering, Self-adjusting dual rear wheel brakes, Single piece front axle (or equivalent).

Description	Accessories
Gas Powered- Light Duty Utility Vehicle	Head & Tail lights
Green Color w/ Tan Roof & Seat	1 Tow Hitch attachment
Multi-Surface Tires	1 Front Brush Guard
Multi-purpose bed with gate (Capacity rating of at least 1000 Lbs.)	

Cart Type F: Gas Powered- Light Duty Utility Vehicle equal Cushman model 2016 Hauler PRO 72 Volt (or equal) with standard and extra features as described:

AC Motor and On-Board Charger, 350 Amp Controller, manufacturer's standard battery configuration with batteries equal Trojan T-8v, Durable Steel or Aluminum Frame, Center Mounted Cup Holders, Injection Molded TPO Body w/ Fade Resistant Automotive Style Paint or equal, Roto-molded polyethylene, 1000 pound vehicle capacity, 600 pound bed-load capacity. Self compensating Rack and pinion steering, Self adjusting dual rear wheel brakes, Single piece front axle (or equivalent), Must have the ability to run minimum of 50 miles per charge fully loaded.

Description	Accessories
Electric Powered- Light Duty Utility Vehicle	Head & Tail lights
Green Color w/ Tan Roof & Seat	1 Tow Hitch attachment
Multi-Surface Tires	1 Front Brush Guard
Multi-purpose bed with gate (Capacity rating of at least 1000 Lbs.)	

Cart Type G: Gas Powered- Beverage Cart equal to Cushman model 2016 Refresher Oasis (or equal) with standard and extra features as described: Minimum 13.5 Horsepower Carbureted Single Cylinder Engine (or equivalent),

Durable Steel or Aluminum Frame, Center Mounted Cup Holders, Injection Molded TPO Body w/ Fade Resistant Automotive Style Paint or equal, Self-compensating Rack and pinion steering, Self-adjusting dual rear wheel brakes, Single piece front axle (or equivalent).

Beverage Unit Storage Capacity: Beverage Bin: Minimum (4) insulated dividing compartments, minimum capacity 475 cans
Have Trash Bin
Have Merchandising Capacity

Description	**Accessories**
Gas Powered- Beverage Cart	Head & Tail lights
Champagne Color w/ Coordinating top & seat	

Cart Distribution:

Location	**Type A (EFC)**	**Type B (GFC)**	**Type C (G6S)**	**Type D (G4S)**	**Type E (GLU)**	**Type F (ELU)**	**Type G (GBC)**
Oxmoor Valley	180	20	2	0	11	2	4
Grand National	176	0	1	1	11	2	4
Magnolia Grove	166	0	1	0	13	0	4
Hampton Grove	160	0	0	1	10	2	4
Cambrian Ridge	100	0	1	0	6	1	2
Highland Oaks	105	0	1	0	5	2	2
Silver Lakes	100	0	1	0	6	1	3
Capitol Hill	240	2	1	1	14	0	5
Ross Bridge	80	0	1	1	7	0	0
The Shoals	140	0	1	0	8	0	4
Totals	1447	22	10	4	91	10	32

Delivery locations:

Robert Trent Jones Golf Trail
Cambrian Ridge
101 SunBelt Parkway
Greenville, Alabama 36037

(334)382-9787

Robert Trent Jones Golf Trail
Highland Oaks
904 Royal Parkway
Dothan, Alabama 36305
(334)712-2820

Robert Trent Jones Golf Trail
Silver Lakes
1 SunBelt Parkway
Glencoe, Alabama 35905
(256)892-3268

Robert Trent Jones Golf Trail
The Shoals
990 SunBelt Parkway
Muscle Shoals, Alabama 35611
(256)446-5111

Robert Trent Jones Golf Trail
Magnolia Grove
7001 Magnolia Grove Parkway
Mobile, Alabama 36618
(251)645-0075

Robert Trent Jones Golf Trail
Grand National
3000 Robert Trent Jones Trail
Opelika, Alabama 36801
(334)749-9042

Robert Trent Jones Golf Trail
Capitol Hill
2600 Constitution Avenue
Prattville, Alabama 36066
(334)285-1114

Robert Trent Jones Golf Trail
Hampton Cove
450 Old Highway 431
Owens Crossroads, Alabama 35763
(256)551-1818

Robert Trent Jones Golf Trail
Oxmoor Valley
100 SunBelt Parkway
Birmingham, Alabama 35211
(205)942-1177

Robert Trent Jones Golf Trail
Ross Bridge
4000 Grand Avenue
Hoover, Alabama 35226
(205)949-3085

BID AWARD

Should the bid be awarded, it will be on an "all or none" basis to the lowest priced bidder meeting all specifications, terms, and conditions. RSA reserves the right to reject any or all bids.

PRE-BID CONFERENCE

A prebid conference is not required however the contractor is responsible for verifying the conditions on the site. A lack of proper due diligence in the preparation of the bid will not be cause for an adjustment in the contract price.

BID OPENING

Bids will be publicly opened at the time and location so stated in the invitation to bid.

AGREEMENT DOCUMENT

Time is of the essence. The successful bidder will be required to agree to a complete purchase order within ten (10) calendar days from notice of award.

INSURANCE CERTIFICATE

For any onsite work, the successful bidder must submit to the Retirement Systems of Alabama, Certificate(s) of Insurance of the type, and with coverage amounts specified within ten (10) calendar days from notice of award. Sample insurance Certificate is available upon request.

Vendor shall maintain insurance in connection with its obligations under this agreement, including, but not limited to, its indemnity obligations, in a form acceptable to RSA during the term of the project, and completed operations during the full term of the warranty.

VENDOR DISCLOSURE STATEMENT

Pursuant to Act 2001-955, the successful bidder must complete and return the Vendor Disclosure Statement within ten (10) days from notice of award and prior to issuance of a purchase order.

LEGAL WORKER STATEMENT

The successful bidder must complete and return the Contract Immigration Status Certificate within ten (10) days from notice of award.

AGENCY AGREEMENT: N/A

PRIOR APPROVAL: Prior approval is required. The following manufacturers are afforded prior approval:
EZGO (basis of bid)
Club Car
Yamaha

A. REFERENCES: Others seeking approval must submit for prior approval valid references for projects where similar work performed evidencing the vendor's ability to complete the project satisfactorily 5 days prior to the bid.

References must be for actual vendor responding and for projects vendor has actual implemented services for directly; not subcontracted. Provide sample cars and other materials as requested for review by the Owner.

Schedule

Schedule the delivery and receipt of the carts with the Owner's Manager, Sunbelt Golf. Cooperate to the fullest degree in set up and shuttling of the carts into the cart area.

Warranty and Support

Warranty period shall extend for the greater of a minimum of 4 years or 25,000 amp hours cars Type A and Type B.

All other cars minimum 2 year warranty.

The Vendor during the warranty period shall monitor equipment and services to verify it is operating in accordance with mutually agreed upon times.

Vendor will maintain factory certified service technicians in sufficient numbers and at locations within 3 hours drive time of any site to facilitate warrantable repairs within 48 hours. Any cart that cannot be repaired within this time will be immediately replaced until such time as acceptable repairs can be made.

CONTRACT DOCUMENTS

All specifications, terms and conditions set forth in the Retirement Systems of Alabama Invitation to Bid **Fleet Golf Cart and Site Service Vehicle Bid, RSA Robert Trent Jones Golf Courses** including its exhibits, schedules, forms, logs, and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

CONTRACTOR STATUS

It is understood and agreed by the parties that the Contractor is retained as an independent contractor, and in no event shall any employee hired by or acting as an agent for the Contractor be considered an employee of The Retirement Systems of Alabama or the State of Alabama or be entitled to any benefits under the State Merit System while performing services under this contract. Nothing in the Agreement or any conduct of the parties pursuant hereto shall create or shall be deemed or intended to create a partnership, co-venture, joint venture, or joint undertaking of the parties.

APPLICABLE LAW

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin.
Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal government.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which

may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

FORCE MAJEURE

Neither party shall be responsible for delays or failures on performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing.

NONWAIVER

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by Contractor.

SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provisions had never been contained herein.

OTHER CONTRACTS

Retirement Systems of Alabama shall have the right to award other contracts for additional materials and/or services, and Contractor shall fully cooperate with such other contractors and shall fit its own schedule to that provided under other

contracts. Contractor shall have no claim against Retirement Systems of Alabama for additional payment due to delays or other conditions created by the operation of other contractors. RSA will decide the respective right of the various contractors in order to secure the completion of any projects.

SUCCESSORS AND ASSIGNS

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder without the expressed written consent of The Retirement Systems of Alabama. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

SUBCONTRACTING

The awarded bidder shall be solely responsible to provide all items and services specified within this Invitation to Bid. The awarded bidder agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama. If awarded bidder requests approval to subcontract any services specified herein, and approval is granted by Retirement Systems of Alabama, such subcontracting shall not be construed as to release the awarded bidder from any obligation or responsibility under the specifications, terms, and conditions of the Invitation to Bid, nor diminish or modify any of its obligations stated herein.

It shall be the responsibility of the awarded bidder to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. Awarded bidder shall absorb all charges by subcontractor for any and all services provided to Retirement Systems of Alabama under the terms and conditions of this Invitation to Bid.

INSURANCE

Contractor shall secure, pay for, and at all times during the performance of this Agreement, maintain, through companies or agencies acceptable to The Retirement Systems of Alabama, such public, contingent and employer's liability insurance, containing provisions satisfactory to The Retirement Systems of Alabama as will protect the Contractor and The Retirement Systems from claims under worker's compensation and other employee benefit acts, and from any and all claims for property damage or loss thereof which may arise in or result from the performance of the services under this Agreement, or by the failure or

omission of the Contractor to comply with any of the provisions of this Agreement. Such insurance shall be an owner's protective liability policy or shall consist of a policy, or policies naming The Retirement Systems of Alabama as additional insured and shall include comprehensive general liability and property damage including automobile, products-completed operations and blanket broad form contractual, with coverage adequate in amounts to be determined by the Contractor to be reasonably necessary to afford protection from such claims, but with minimum limits as to both bodily injury and property damage of not less than **$1,000,000.00** each, which coverage shall be written on an occurrence basis. No provision or provisions of this Agreement shall limit or restrict any liabilities assumed by the Contractor and stated in this Agreement. Contractor shall submit to The Retirement Systems of Alabama, a Certificate(s) of Insurance within ten (10) days of receipt of award notification indicating such insurance to be in force and effect; provided however that the Contractor shall, at any time upon request by The Retirement Systems of Alabama, file with The Retirement Systems of Alabama duplicate copies of the policy or policies of such insurance. No insurance required by this Contract shall be canceled without thirty days prior written notice to The Retirement Systems of Alabama.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services under this Agreement or lack thereof. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this text.

The Contractor shall save harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Contractor. The Contractor shall defend on behalf of Retirement Systems of Alabama alone, or against any administrator, officer, employees and agents, any suits jointly against the Contractor and Retirement Systems of Alabama, against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against the State of Alabama or Retirement Systems of Alabama, or any of its officers, employees or agents by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any damages by or for any

subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

PERMITS, LICENSES, FEES AND REGULATIONS

Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Services. Contractor shall comply with all Federal, State, County, and Municipal laws, regulations, and codes pertaining to the performance of the service.

TERMINATION

The Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time absent any default on the part of the Contractor by giving written notice to the Contractor at least sixty (60) calendar days prior to the effective date of termination. The Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the Services promptly and to The Retirement Systems of Alabama's satisfaction, or fails to perform any obligation imposed by any provision of this Agreement**.** The Contractor at its sole option and discretion shall have the right to terminate this Agreement at any time by giving written notice to The Retirement Systems of Alabama at least 60 calendar days prior to the effective date of termination.

DISCLOSURE OF INFORMATION

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operating procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.

Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mentioning or implying the name of the Retirement Systems of Alabama, its agencies or its departments or their respective personnel, without the prior written consent of the Retirement Systems of Alabama.

PARKING

NA

CONTRACTOR'S ACCESS

Access routes, entrance doors or gates, parking and storage areas, etc., and any imposed time limitations shall be designated by the Managers of each project work site. Vendors shall conduct their operations in strict observance of the access routes and other areas established as described above. Vendor's employees shall not use the public elevators in the RSA facilities while performing the services. Contractor's employees shall only use the service elevator(s) in the performance of the services. Contractor will be responsible for any damage or dirtying of public elevators if utilized by Contractor's employees in violation of this restriction. Workmen shall be neatly dressed and shall display photo badges identifying them as employees of the vendor.

END

The Retirement Systems of Alabama

P.O. NUMBER:

TAX EXEMPT PURCHASE ORDER

201 South Union Street, P.O. Box 302150, Montgomery, AL 36130-2150
Phone 334.517.7000 Fax 334.517.7001

The PO number must appear on all related correspondence, shipping papers, and invoices.

Requisitioner:
Bid Package:
Remarks:

Internal Code:
Tenant Impr.: **No**

Owner's Purchasing Agent:

Retirement Systems of Alabama
201 South Union Street
Montgomery, AL 36104
(334) 517-7218

To (Vendor):

Ship To:

Invoice To:

Retirement Systems of Alabama

201 South Union Street
Montgomery, AL 36104
(334) 517-7218

Shipped Via: **Best Way** F.O.B. Point: **Job Site** Terms: **Net 30**

Purchase Order Request

Date Requested:
Requested By:

Date Approved:
Approved By:

X

Item	Description	Units of Measurement	Quantity	Unit Price	Cost	Cost Code
1				00		
				Total:		
				Grand Total:	0	

1. Please send three copies of your invoice.
2. Payment cannot be rendered without an original W9 with the first invoice.
3. Enter this order in accordance with the prices, terms, delivery method, and specifications listed.
4. Please notify Owner's Purchasing Agent immediately if you are unable to ship as specified.

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201 South Union Street, P.O. Box 302150, Montgomery, AL 36130-2150

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a) DEFINITIONS. "Vendor" is the party with whom this purchase order ("Purchase Order") is placed. "Purchaser" is The Retirement Systems of Alabama. "Purchasing Agent" is noted above. This Purchase Order governs all aspects of Vendor's furnishing of the materials, equipment, documents, and services described in this Purchase Order, all of which are collectively referred to as "Goods."

b) ENTIRE AGREEMENT. There are no terms or agreements between Purchaser (or Purchaser's Purchasing Agent) and Vendor other than those stated in this Purchase Order. All prior proposals, correspondence, discussions, and negotiations are merged herein. This Purchase Order expressly limits acceptance to its terms. NO TERMS OR CONDITIONS ALTERING OR MODIFYING ANY PROVISION HEREOF SHALL BE BINDING UNLESS EXPRESSLY AGREED TO IN A WRITTEN INSTRUMENT SIGNED BY PURCHASER. PURCHASER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS AND HEREBY REJECTS ALL SUCH TERMS.

c) OWNER'S PURCHASING AGENT. Owner's Purchasing Agent is authorized and empowered to enforce all of Purchaser's rights, and Vendor's obligations, under or arising from the Purchase Order, either in Owner's Purchasing Agent own name or in the name of Purchaser. All notices and other communications by Vendor to Purchaser shall be directed and addressed to Owner's Purchasing Agent. Owner's Purchasing Agent, as agent for Purchaser, is authorized to take any action with respect to the Goods or this Purchase Order that Purchaser itself is entitled to take. Owner's Purchasing Agent is not, however, liable for Purchaser's obligations, including, but not limited to, payment obligations for the Goods. Vendor shall submit all bills for the Goods directly to Purchaser and Purchaser shall pay all such bills directly to Vendor. All actions, instructions, requests, interpretations, decisions, agreements, and directives of Owner's Purchasing Agent are taken or made solely in the Owner's Purchasing Agent's capacity as agent for Purchaser, and shall not give rise to any duty or obligation owed by the Owner's Purchasing Agent to Vendor.

d) TITLE AND RISK OF LOSS. All Goods are to be furnished F.O.B. the site of the Project for which they are purchased, and all freight and delivery charges are included in the purchase price. Title and risk of loss to the Goods remain with Vendor until the Goods are delivered and accepted at the site of the Project, at which time Purchaser shall have title and risk of loss to the Goods.

e) TERMINATION BY PURCHASER. Purchaser may at any time and for its convenience terminate this Purchase Order, in whole or in part, by giving written notice to Vendor. This right is not extended to Vendor. Upon receipt of notice of termination, Vendor shall cease performance immediately except as otherwise directed by Purchaser. If Vendor is not in default on any obligations at the time of such termination, Purchaser shall pay as Vendor's sole and exclusive compensation and remedy: (a) the reasonable and documented direct costs incurred by Vendor prior to notice of termination; plus (b) 10% of such costs, which shall be deemed full compensation for all indirect expenses, overhead, administration, supervision, and profit. In no event, however, shall such payments, plus prior payments, exceed the purchase price specified herein. All Goods completed or partially completed prior to termination shall become the property of Purchaser, or at Purchaser's option, the salvage value of the Goods may be deducted from any amount otherwise due Vendor. If Vendor is in default on any of its obligations at the time of the termination notice, Vendor shall not be entitled to any further payments.

f) CONTROLLING LAW. The interpretation, construction, and effect of this Sales Tax Exempt Purchase Order , and the respective rights , duties, and obligations of the parties, shall be governed and determined by Alabama law.

g) WARRANTIES. In addition to all other warranties, including descriptions, provided or incorporated herein, Vendor warrants the Goods to be in strict accordance with all referenced plans and specifications, and assumes all warranty obligations of Purchaser concerning the Goods. Vendor further warrants that the Goods shall be: (a) new (unless otherwise specified); (b) fit for their intended purposes; (c) free from defects in design, manufacture, workmanship, and materials; and (d) furnished with due care and in a non-negligent manner. Without limiting the scope or duration of any warranty or other remedy, Vendor also agrees to repair and replace any Goods that are discovered to be defective within one (1) year from initial use or within such longer period as may be provided for in the referenced plans and specifications or applicable law. All of Vendor's warranties, and Vendor's obligations to repair and replace defective Goods, commence upon substantial completion and beneficial occupancy by Purchaser of the entire Project for which the Goods are furnished. All warranties survive inspection, delivery, acceptance, payment, or termination of this Purchase Order.

h) COMPLIANCE WITH LAW. Vendor shall comply with all applicable federal, state, and local laws, rules, ordinances, building codes, and regulations including, without limitation, the Fair Labor Standards Act, as amended, and Executive Order No. 11246. Vendor certifies that all Goods furnished under this Purchase Order are designed and manufactured to comply with the Williams Steiger Occupational Safety & Health Act of 1970, and all regulations and standards promulgated thereunder.

i) TIME. Time is of the essence. Deliveries must strictly comply with Purchaser's schedule (including any subsequent adjustments or amendments), both as to time and quantities. Purchaser may at its option cancel, reject, or refuse any delivery made prior to or subsequent to the times required by Purchaser's schedule. If Vendor fails to maintain deliveries as scheduled, Purchaser may, but is not obligated to, procure all or part of the Goods elsewhere, and charge Vendor with all additional costs and damages incurred. Regardless of whether Purchaser exercises the foregoing option, Vendor shall be liable for all costs, damages, and expenses incurred as a result of untimely deliveries.

j) PAYMENT CONDITIONS. Purchaser shall have no obligation to pay for the Goods unless and until all of the following conditions precedent are satisfied: (a) Delivery and acceptance of the Goods at the Project; and (b) Purchaser's receipt of waivers and releases of liens, bond claims, and security interests that are satisfactory in form and substance to Purchaser. In addition, Purchaser may withhold from any payment an amount sufficient to protect Purchaser or Purchaser's Construction Manager from any actual or anticipated loss as a result of: (i) Goods that are defective or deficient; (ii) untimely deliveries; (iii) any other failure to comply with any term or requirement of this Purchase Order; or (iv) any amount owed by Vendor to Purchaser under any other contract or purchase order.

k) INDEMNITY. To the fullest extent permitted by law, Vendor shall defend and indemnify Purchaser and Purchaser's Construction Manager, and their respective officers, employees, and agents (collectively, "Indemnities") against, and assume any indemnity obligations of the Indemnities with respect to, all liabilities, claims, actions, damages, judgments, and expenses ("Indemnified Loss"), including attorneys' fees, resulting from any: (a) defect in the Goods; (b) negligence or breach of duty by Vendor; or (c) failure to comply with any term or requirement of this Purchase Order. VENDOR'S INDEMNITY OBLIGATIONS SHALL NOT BE DIMINISHED OR EXCUSED MERELY BECAUSE THE NEGLIGENCE OR OTHER BREACH OF DUTY BY AN INDEMNITEE ALSO CONTRIBUTED TO THE INDEMNIFIED LOSS.

l) NON-ASSIGNMENT. Vendor shall not assign this Purchase Order or any right hereunder without Purchaser's signed written consent.

m) RIGHT TO INSPECT. Purchaser and its representatives shall have the right to inspect the Goods at all reasonable times and places during manufacture and before and after delivery.

n) PATENTS. Vendor shall defend and indemnify Purchaser and Purchaser's Construction Manager from all losses, liabilities, and expenses on account of any infringement or alleged infringement of any patent, copyright, trade secret, or trade-dress rights as a result of the purchase or use of the Goods.

o) NON-WAIVER. No failure or delay on the part of Purchaser in exercising any rights or remedies hereunder shall operate as a waiver.

p) CHANGES. Vendor shall not perform any extra work or changes without first receiving a signed written Change Order explicitly authorizing the same. No change in the price specified herein shall be made except as expressly set forth in dollars and cents in such a signed Change Order.

q) SUBMITTALS. Vendor shall promptly furnish all necessary shop drawings, product data, samples, and other submittals concerning the Goods. Vendor shall carefully check all submittals for compliance with any referenced plans and specifications. All submittals must be approved in writing by the Architect before fabrication or procurement by Vendor from others. No such approval shall relieve Vendor of liability for any failure of the Goods to strictly comply with the terms of this Purchase Order, unless the non-conformity is specifically and conspicuously identified as such in Vendor's submittal and is separately and explicitly approved in writing.

r) TAXES, PARTIAL DELIVERIES, AND STORED MATERIALS. The purchase price for the Goods includes all taxes applicable to the purchase or sale of the Goods (including, but not limited to, any applicable sales, use, and consumption taxes), Vendor shall identify and pay all such taxes. Payment for partial deliveries will be made only if specifically and explicitly provided for in this Purchase Order, and in no event will partial payments ever exceed the value of the particular Goods that have actually been delivered. No payment shall be made for Goods stored at any location other than the site of the Project unless Purchaser has previously and specifically approved in writing the location and conditions of storage. In addition, no payment for materials stored away from the Project will be made unless Vendor first signs a Bailment Agreement that is satisfactory to Purchaser in form and substance.

s) CLAIMS. Any claim by Vendor for any loss, damage, additional time, or additional compensation shall be deemed waived and forfeited unless fully detailed in a written notice that is delivered to Purchaser within ten (10) days after the commencement of the condition, event, act, or omission giving rise to the claim.

t) ADDITIONAL TERMS. The rights and remedies provided herein to Purchaser are in addition to, and not in lieu of, those provided by applicable law. The purchase price stated herein is firm and fixed for the duration of the project for which the Goods are purchased, regardless of any unanticipated delays. Any provision of this Purchase Order (including Paragraph 11) that may contravene any applicable law shall not be treated as void or unenforceable, but rather shall be deemed to be modified and reformed to the minimum extent necessary to comply with such law and be valid and enforceable.

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:
Retirement Systems of Alabama

ADDRESS:
201 S. Union Street, Montgomery, AL 36104 334-517-7130
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

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

Name of Family member	Address	Name of Public Official/ Public Employee	State Department/ Agency Where Employed

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

_____

_____

_____

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

_____

_____

_____

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

Name of Paid Consultant/Lobbyist	Address

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

_____

Signature Date

_____

Notary's Signature Date Date Notary Expires

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

STATE OF ALABAMA
DEPARTMENT OF FINANCE
OFFICE OF THE STATE COMPTROLLER

RSA UNION
100 North Union Street, Suite 220
Montgomery, Alabama 36130-2602
Telephone (334) 242-7050
FAX (334) 242-2440

BOB RILEY
Governor

JAMES ALLEN MAIN
Director of Finance

ROBERT L. CHILDREE
State Comptroller

June 6, 2006

M E M O R A N D U M

TO: Department Heads/Chief Accountants

FROM: Robert L. Childree
State Comptroller

The Legislative Contract Review Committee will start requiring in July that all contracts to be reviewed by them be accompanied by a new form regarding Immigration Status (copy attached). The Comptroller's Office will verify that this form is made part of the permanent records kept for each contract in the Comptroller's Office. Please make sure this form is properly signed and attached to each contract to prevent any delays in adding your contract to the contract data base.

Your cooperation in this matter is greatly appreciated.

RLC:ph

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)

DATE: _____

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

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

1. The undersigned holds the position of _____with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of **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. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

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 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. The Contractor/Grantee must attach a copy of its complete *E-Verify Memorandum of Understanding* issued and electronically signed by the U.S. Department of Homeland Security when the business entity or employer enrolls in the E-Verify program to this Certificate of Compliance.

___(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 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;
4. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factor beyond its control.

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_____

_____
Printed Name of Witness

Retirement Systems of Alabama

VENDOR TAX CERTIFICATION

(Required by Act 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 of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/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 acknowledges that the awarding authority may declare the contract void if the certification is false.

I hereby attest that _____ is appropriately registered to collect
(company name)
and remit sales, use and lease tax on all its sales and leases into the State of Alabama and is not barred from bidding for or entering into a contract under ACT 2006-557. I hereby acknowledge that the RSA may declare any contract awarded from this ITB void if this certification is false.

_____
Authorized Signature

_____
Witness

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

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).

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 on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.