

Wallace Community College Selma  
3000 Earl Goodwin Parkway  
Selma, Alabama 36701

## **Invitation to Bid**

**Bid Number: 1107**

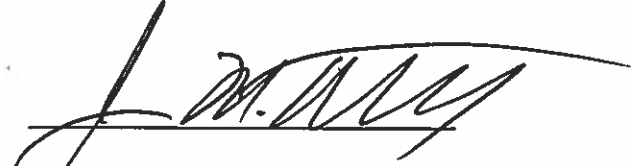
# **Vehicle Lease Financing**

**Bid Opening Date and Time  
July 16, 2019 @ 10am**

**Bids received after this date and time will not be accepted**

**Submit Sealed Bids To:**

The Office of Business and Finance  
Attention: Dr. Rosa Spencer, Dean of Business and Finance  
3000 Earl Goodwin Parkway  
Hank Sanders Technology Center  
P. O. Box 2530



Dr. James Mitchell  
President  
Wallace Community College Selma



Dr. Rosa Spencer  
Dean of Business and Finance  
Wallace Community College Selma

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Bidders are invited to attend the bid opening.

There is NO pre-bid conference associated with this invitation.

**Contact person:** Keith Jackson  
334-876-9238  
Keith.jackson@wccs.edu

## **BID AWARD**

No errors in bids may be corrected after bids are opened.

Bid prices must be good for at least ninety (90) days after bid opening.

Length of time involving delivery and/or installation of items may be a determining factor in awarding the bid. Specify delivery and installation time involved. If applicable, installation costs are to be listed separate from equipment costs.

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omissions of the herein stated requirements may be cause for rejection for the bids submitted, solely as determined by Wallace Community College Selma.

The College reserves the right to study bids as to their correctness and to award the bid at a later date of not more than thirty (30) days.

Contractual services awarded to vendors may not be subcontracted to other vendors without the College express approval.

Wallace Community College Selma reserves the right to reject any or all bids, to waive any informality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

**SEE ATTACHED SPECIFICATION**

### **GENERAL BID INFORMATION**

Bidders should carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Any explanation or additional information desired on the meaning or interpretation of the conditions or specifications of this invitation shall be referred to Dr. Rosa Spencer at (334) 876-9242 in sufficient time for reply before submission date of bids. Contact initiated by potential bidder with a College official will be as specifically set out in this invitation. Any other contact with a College official initiated by a potential bidder regarding this bid, between the date of this bid and to the date of the bid award, shall be deemed as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such contact, at the discretion of Wallace Community College Selma.

### **BIDDER QUALIFICATIONS**

All bidders, to the best of their knowledge and belief, must be in compliance with all applicable federal, Alabama State, county and municipal laws, regulations, resolutions and ordinances. In particular, if applicable, Title 34, Chapter 8 (dealing with general contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, grading, or any improvement or structure costing \$20,000.00 or more), Title 40, Chapter 14 (dealing with permitting, franchise tax and other taxation of corporations conducting business in the state), Title 40 Chapter 23 (dealing with sales and use tax), Title 39, Chapter 1 (dealing with submission of performance bonds, payment bonds and advertising the completion of public works contracts), Title 39, Chapter 3 (dealing with use of domestic products and workmen and labors who have actually resided in Alabama for two years next preceding such employment on public works contracts), Code of Alabama 1975, as amended; provided, the bidder is not exempted from the above mentioned code sections elsewhere in the code. All bidders bidding should be prepared to timely submit non-confidential evidence or documentation supporting the fact that they are presently licensed under the applicable code sections, suitable to, and upon request by, Wallace Community College Selma. Such non-confidential evidence or documentation may be submitted with the bid.

### **ACT NO. 2006-557**

Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with Wallace Community College-Selma shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales, use, and lease tax as required by this section and submit to the state department or agency certification required by the Alabama Department of Revenue.

Every bid submitted and contract executed by Wallace Community College-Selma contain a certification by bidder or contractor that the bidder or contractor is not barred from bidding for

or entering into a contract under this section and that the bidder or contractor acknowledges that Wallace Community College-Selma may declare the contract void if the certification completed is false.

### **PREPARING THE BID**

Bids must be typed or hand written in ink. A bid submitted in pencil is unacceptable.

No prices shall include state or federal excise taxes; tax exemption certificates are furnished upon request.

Quote prices delivered FOB destination and any discounts or terms available to the College.

Specify all terms and conditions of the warranties associated with equipment, materials, supplies and labor when applicable.

### **SUBMITTING THE BID**

Bids are to be submitted on forms provided, completed fully, and notarized.

Bids may be hand delivered to the office of Business and Finance, Wallace Community College Selma, 3000 Earl Goodwin Parkway Selma, Alabama 36701 or may be mailed to the same address. The College cannot guarantee that bids sent by mail or carrier will be received on or before the bid-opening day and time.

No bids will be accepted via a fax.

All bids received must be in a sealed envelope plainly marked:

Sealed Bid No 1107 Wallace Community College Selma for bid on VEHICLE LEASE FINANCING.

**CERTIFICATION**

We are in a position to furnish services at prices shown below and within stated terms. I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise.

**Company:** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

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

**Sworn to and subscribed before  
me on this \_\_\_\_ day \_\_\_\_\_ 2019,**

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

\_\_\_\_\_  
**Notary Public**



**WALLACE COMMUNITY COLLEGE SELMA  
BID RESPONSE FORM  
VEHICLE LEASE FINANCING  
BID NO. 1107**

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

**Bid Response:**

48 Month Lease @	\$ _____	total/quarterly payment
Lease total payment	\$ _____	
Interest Rate (APR)	\$ _____	
Total Interest Amount	\$ _____	
End of Term Purchase		
Price (Option)	\$ _____	

## **SCOPE OF WORK** **(General Conditions)**

### **DAMAGE TO COLLEGE PROPERTY**

The contractor shall be responsible for the repair or replacement of any damage to college property caused by the use, misuse, or negligence of the contractor's employees.

The contractor is responsible for reporting, in writing, within 72 hours the occurrence of damage to college property. Failure to report the damage within the specified time may be cause for termination of this contract.

### **CONTRACT CANCELLATION**

The contract may be cancelled at any time at the option of the College for nonperformance of the contract. Such cancellation shall be accomplished by the giving of notice not less than 15 days prior to such cancellation and if no objection is filed in writing by the Contractor with the Dean of Business and Finance of WCCS within such 15 day period, then the contract will be deemed fully cancelled as though a formal document of cancellation had been entered into between the parties.

### **CONTRACT COMPENSATION**

Payment to be made on a monthly basis: Invoice to be submitted to the Dean of Business and Finance, P. O. Box 2530, Selma, AL 36702-2530 must include the leased vehicle, make, model and serial number.

Payment of Invoice: All invoices received by the Wallace Community College Selma are payable within thirty (30) days from the date of receipt by the Wallace Community College Selma, provided they are approved by the President of WCCS.

The Lessor agrees to charge, and the Lessee agrees to pay a total lease of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), in \_\_\_\_\_ monthly payments of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_). The term of the lease will be for a period of \_\_\_\_\_ MONTHS from the delivery acceptance date of THE LEASE EQUIPMENT ordered under this Agreement, for the required monthly rentals, maintenance routine, repairs, and all other services covered by this Agreement, unless terminated by the execution of other clauses of this Agreement. Inclusive in the lease will also be an Original End of Term Purchase Option Price of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) at end of lease period. The Lessee, at his option, may make payments in larger increments than monthly, inclusive of yearly payments.

### **Payment Withheld**

1. The Lessee may withhold approval for payment on any request and the Lessee may withhold payment to such extent as may be necessary to protect the Lessee from loss on account of:

2. Negligence on the part of the Lessor, or failure to perform any provision of this Agreement. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Lessor to make payments properly to Subcontractors for material or labor.
4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
5. Damage to property, or another vendor or another vendor's work.
6. When the above grounds are removed, payment shall be made for the amount withheld because of them. The Lessor waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

**INSURANCE**

The contractor shall carry adequate Property Damage and Public Liability Insurance, also Worker's Compensation and Employers Liability Insurance in statutory amounts. You must submit proof of insurance in the amount of \$1,000,000.00 with your bid proposal. Minimum coverage is listed below:

	<b>BODILY INJURY</b>		<b>PROPERTY DAMAGE</b>	
Hazard	Each Person	Each Accident	Each Accident	Aggregate
Public Liability	\$200,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Auto Liability	\$200,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00

**BONDED EMPLOYEES**

All of the contractor's employees working on this contract shall be bonded, or contractor accepts all responsibility.

**SECURITY**

The contractor is responsible for training his employees in the security requirements of the college, and he is responsible for enforcing the security rules of the college as they apply to his employees.

**VEHICLE LEASE FINANCING  
SCOPE**

**SPECIFICATIONS**

MAKE	MODEL	DESCRIPTION	UNIT PRICE	QTY	STATE VENDOR
Chevrolet	Tahoe	Full Size 2wd 4dr (LT Signature Package) with Wheels, 20"x9' (50.8 cm x 22.9 cm) Polished aluminum  Black	\$42,486.20	1	Donohoo Chevrolet  (CC15706) 2WD 4DR (81) LT
Chevrolet	Tahoe	Full Size 2wd 4dr  1 – Silver  1 - White	\$34,661.00	2	Donohoo Chevrolet  (CC15706) 2WD 4DR (81)
Ford	Fusion	Full Size Sedan 4dr  1 – Black  1 - White	\$16,798.00	2	Stivers Ford Lincoln

**Vendor must include completed Schedules A-D with this bid.**

The bidder in compliance with your invitation for bids on Lease Financing for Wallace Community College Selma, having examined the Specifications and being familiar with all conditions in connection with the proposed project hereby proposes to furnish all labor and equipment required in accordance with the Bid Documents at the price stated hereinafter.

**SCHEDULED WORK:**

Contractor Set Compensation

Hank Sanders Technology Building

The undersigned agrees that the bid will not be withdrawn for a period of Sixty (60) days form the date of bid opening.

Bidder understands that Wallace Community College Selma reserves the right to reject any or all bids and to waive any informality in the bidding.

Upon receipt of written notice of acceptance of this bid, bidder will execute and deliver certificate of insurance within ten days as required.

Respectfully Submitted,  
Bidder:

## SCHEDULE A CONTRACTOR INFORMATION

**INSTRUCTIONS:** Please fill in the appropriate section below. Completing all blanks within the section. This information is necessary to insure that the contract and bonds are in the correct form.

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**SECTION 1:** If the Contractor is a SOLE PROPRIETOR. Fill In This Section Only:

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

(first)

(middle)

(last)

Name under which you are engaged in business (if operating under an assumed name):

---

Place of Residence: \_\_\_\_\_

(county)

(state)

**SECTION 2:** If the Contractor is a PARTNERSHIP. Fill In This Section Only:

Name of Partner(s)

Place of Residence

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name under which you are engaged in business (if operating under an assumed name):

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Principal Place of Business: \_\_\_\_\_

(County)

(State)

**SECTION 3:** If the Contractor is a CORPORATION. Fill In This Section Only:

Name of Corporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ County: \_\_\_\_\_

Location of Principal Office: \_\_\_\_\_

Person executing on behalf of Corporation:

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

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

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# SCHEDULE B CONTRACTOR'S QUALIFICATION STATEMENT

Submitted to: \_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_  
(name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (principal office)

Corporation                       Partnership                       Individual  
 Joint Venture                       Other \_\_\_\_\_

1. How many years has your organization been in business as a \_\_\_\_\_ service contractor?
2. How many years has your organization been in business under its present business name?

3. If a corporation, answer the following:  
Date of incorporation: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

Please list the following names:

President: \_\_\_\_\_

Vice President(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

4. If a partnership, answer the following:  
Date of organization: \_\_\_\_\_ Type of partnership: \_\_\_\_\_  
(such as general or limited)  
Name and address of all partners: (attach separate sheets as necessary: \_\_\_\_\_)

5. If other than a corporation or partnership, describe organization and principals:  
\_\_\_\_\_

6. Have you ever failed to complete any work awarded to you? If so, indicate When, where, and why?

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7. Has any officer or partner of your organization ever been an officer or Partner of another organization that failed to complete a service contract? If so, state circumstances:

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8. List major service contracts your organization has under contract on this date:

1.	<hr/>	<hr/>
	(company name)	(date employment)
	<hr/>	<hr/>
	(address)	(amount contract)
	<hr/>	<hr/>
	(city, state, zip)	(length contract)
2.	<hr/>	<hr/>
	(company name)	(date employment)
	<hr/>	<hr/>
	(address)	(amount contract)
	<hr/>	<hr/>
	(city, state, zip)	(length contract)
3.	<hr/>	<hr/>
	(company name)	(date employment)
	<hr/>	<hr/>
	(address)	(amount contract)
	<hr/>	<hr/>
	(city, state, zip)	(length contract)

9. List major service contracts your organization has had in the last five years.  
Company name                      Amount of contract                      Length of contract

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(attach additional sheet if necessary)

10. Attach statement of financial conditions, including contractor's latest regular Dated audited financial statement which must contain the following items:



Current assets (cash, joint venture accounts, accounts receivable, notes Receivable, accrued interest on notes, deposits, and materials and prepaid Expenses), net fixed assets, and other assets.

current liabilities (accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, and accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, and earned surplus).

Date of statement or balance sheet: \_\_\_\_\_

Name of firm preparing statement: \_\_\_\_\_

By: \_\_\_\_\_  
(agent and capacity)

11. Name of bonding and insurance companies and name and address of agents; Maximum bonding capacity.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Contractor certifies that qualified workers are available and will be used to do the work.

13. Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.

**NOTARIZATION**

**SCHEDULE C  
CURRENT REFERENCES**

REFERENCE #1

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Administrator of Contract

\_\_\_\_\_  
Amount of Contract

\_\_\_\_\_  
Length of Contract

\_\_\_\_\_  
# Square Feet

\_\_\_\_\_  
Telephone Number

REFERENCE #2

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Administrator of Contract

\_\_\_\_\_  
Amount of Contract

\_\_\_\_\_  
Length of Contract

\_\_\_\_\_  
# Square Feet

\_\_\_\_\_  
Telephone Number

REFERENCE #3

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Administrator of Contract

\_\_\_\_\_  
Amount of Contract

\_\_\_\_\_  
Length of Contract

\_\_\_\_\_  
# Square Feet

\_\_\_\_\_  
Telephone Number

REFERENCE #4

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Administrator of Contract

\_\_\_\_\_  
Amount of Contract

\_\_\_\_\_  
Length of Contract

\_\_\_\_\_  
# Square Feet

\_\_\_\_\_  
Telephone Number

# WALLACE COMMUNITY COLLEGE SELMA

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OFFICE OF FACILITIES & PUBLIC SAFETY

DR. JAMES M. MITCHELL  
PRESIDENT

DR. ROSA C. SPENCER  
ACTING DEAN OF  
BUSINESS AND FINANCE

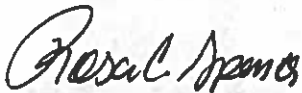
Dear Sir or Madam:

Wallace Community College Selma is mandated by the Alabama Department of Revenue to ensure that any vendor(s) the college does business with is appropriately registered to collect and remit sales, use and lease tax as required by the Alabama Department of Revenue.

The Code of Alabama act number. 2006-557 states "each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with Wallace Community College Selma shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales, use, and lease tax as required by this section and submit to that state department of agency certification required by the Alabama Department of Revenue.

Therefore, to ensure prompt payment please complete the attached forms and return to Wallace Community College Selma.

Respectfully Submitted,



Dr. Rosa Spencer  
Acting Dean of Business & Finance

# SALES TAX CERTIFICATION

I, \_\_\_\_\_, certify that \_\_\_\_\_ is  
(Name/Company's representative) (Company's name)

appropriately registered to collect and remit sales, use, and lease tax as required by the Alabama Department of Revenue.

STATE OF ALABAMA CERTIFICATE NUMBER: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary

**\*\*\*This document must be completed, notarized and returned as a part of your official bid package.**

## 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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions)  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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)		

<b>Part I Taxpayer Identification Number (TIN)</b>																			
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 <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr> <th colspan="9">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr> <th colspan="9">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification Instructions.</b> 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 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### 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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.



## WALLACE COMMUNITY COLLEGE SELMA

Dr. James M. Mitchell  
President

Office of Business & Finance

Jacqueline Smith  
Dean of Business & Finance

### ALABAMA IMMIGRATION LAW COMPLIANCE

As you may know, the State of Alabama passed new legislation effective January 1, 2012 requiring anyone receiving state monies to verify they are in compliance with the new immigration law. This legislation requires us to hold payment of services rendered on or after January 1, 2012 until proper verification has been obtained.

- If you are a **business** that is paid directly by Wallace Community College Selma, please complete the Affidavit of Alabama Immigration Law Compliance, an E-Verify Memorandum of Understanding ([www.uscis.gov/everify](http://www.uscis.gov/everify)), and a signed Alabama Immigration Law Compliance contract and return to us.
- If you have subcontractors that you employ, you are also required to obtain an Affidavit of Alabama Immigration Law Compliance from them and keep on file at your establishment.

There are several pages included in this packet, including a memorandum further explaining the law. Please take a few moments and look over this information completely. If you have any questions regarding this, please feel free to contact (334) 876-9246. Otherwise, please fill out the appropriate information and return to us as soon as possible in order to insure no disruption in payment. You may return the information by mail – Wallace Community College Selma, C/O Business Office, P.O. Box 2530, Selma, AL 36702-2530.

## MEMORANDUM

TO: Vendors, Contractors and Grantees

FROM: Wallace Community College Selma

RE: H.B. 56-Alabama Immigration Law Compliance

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The purpose of this Memorandum is to direct your prompt attention to Alabama Immigration Law Compliance flow-down requirements that went into effect on January 1, 2012. Those are discussed herein and can be summarized as follows:

1. PROVIDE Wallace Community College Selma proof that you are in compliance with the immigration law by timely submitting a notarized Affidavit of Alabama Immigration Law Compliance and an E-Verify Memorandum of Understanding.
2. PROVIDE Wallace Community College Selma a signed Alabama Immigration Law Compliance Contract in the attached Notice form provided;
3. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Affidavit of Alabama Immigration Law Compliance-SUBCONTRACTOR.

The requirements above are a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees working in the State of Alabama. As a Contractor of a Grantee, if you believe these obligations do not apply to you, please notify the Institution immediately.

For your convenience, we have included for your use a sample AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE-CONTRACTOR AND GRANTEEES. Please complete, notarize, and return a copy to Wallace Community College Selma along with your attached E-VERIFY MEMORANDUM OF UNDERSTANDING. See ALA. CODE 31-31-9 ( c ).

You are to obtain from your subcontractors a notarized AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE-SUBCONTRACTOR. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notarized memorandum to your subcontractors as an explanation for this mandatory requirement.

Finally, you will find a NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTS ("CONTRACTORS") OF ACCS Institutions for execution by contractors and to be returned to Wallace Community College Selma. To the extent

that there is no formal written contract between a contractor and Wallace Community College Selma, such as where business is conducted by purchase order, this document shall serve as your Alabama Immigration Law Compliance Contract. Similar language will also be in contractual agreements or grant documents with Wallace Community College Selma.



**Notice of Alabama Immigration Law Compliance Requirements  
to all Contractors of ACCS INSTITUTIONS**

As a contractor, as defined in the Act, to an ACCS institution , it is critical to your relationship (future or continuing) with the institution that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason- Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Alabama Immigration Law Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Institution immediately.

Every contract entered into by Wallace Community College Selma, with a contractor will contain the following clause or one substantially similar:

**Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirement or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Institution and return to the same Institution. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Institution may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Institution and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason- Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a Contract, to act in a similar fashion. If Contractor violates any term of this provision, this

Agreement will be subject to immediate termination by the Institution. To the fullest Extent permitted by law, Contractor shall defend, indemnify and hold harmless the Institution from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between Wallace Community College Selma and the contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Law Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

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Contractor Officer or Owner Signature/ Date

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Print Name/ Title/ Company

Please execute and return to Wallace Community College Selma within the next 10 days.

AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE BY  
A CONTRACTOR OR GRANTEE TO ACCS INSTITUTIONS  
AND/OR BOARD OF TRUSTEES OF THE ACCS

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act" ); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Law Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by an ACCS Institution to an employer that employs one or more employees in the State of Alabama or funds from any political subdivision of the State of Alabama, or any public- funded entity ( including an ACCS Institution). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Law Compliance obligations.

State of Alabama:

County of \_\_\_\_\_ :

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, is duly authorized by the business entity/ employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_ (your position) for \_\_\_\_\_ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Law Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E- Verify Memorandum of understanding confirming such program enrollment. I have read the Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.  
I certify that the affiant is known ( or made known) to me to be the identical party he or she claims to be .

\_\_\_\_\_  
Signature and Seal of the Notary Public

To be returned to Wallace Community College Selma



# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes     No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes     No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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 \_\_\_\_\_

*Article 3B of Title 41, Code of Alabama 1975 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.*