Alabama A&M University

Screen printed and Embroidered Apparel Bid

Invitation to Bid (ITB) –

2K17-10B
Alabama A&M University

Screen printed and Embroidered Apparel Bid

Bid No. 2K17-10B

INTRODUCTION

Alabama A&M University ("University") is seeking bids from qualified vendors to supply screen printed and embroidered apparel for the University for an initial term of 3 years after notice of bid award to be automatically renewed once for an additional two years contingent upon a record of satisfactory performance within the initial term. Notice to continue the relationship for an additional two years after the initial term will be communicated in a formal letter via USPS mail. Alabama A&M University reserves the right to terminate a contract for cause or convenience at any time.

Screen printed and embroidered apparel are used to endorse, recruit, and create a sense of affiliation, unity, and pride in the University and its activities among visitors, recruits, students, faculty, and staff. Screen printed and embroidered apparel are often used for student activities including but not limited to Alabama A&M University's Athletics and Student Affairs Departments. Screen printed and embroidered apparel can come in many forms including but not limited to short and long-sleeve T-Shirts, sweatsuits, sweatshirts, jogging pants, long-sleeve button-up shirts, polos, toboggans, caps, and hats. This Invitation to Bid does not limit the scope of screen printed and embroidered apparel Alabama A&M University will seek to purchase and have customized but rather seeks to develop strategic partnerships with several screen printing and embroidery companies. Multiple vendors will be awarded the bid via this Invitation to Bid to provide the University options in choosing which vendor to engage per project. In 2016 Alabama A&M University spent over $40,000 with a few vendors offering screen printing and embroidery services. Over a five year term, this spend volume exceeds $200,000. Alabama Code 41-16-20 requires that "With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all contracts of whatever nature for labor, services, work, or for the purchase or lease of materials, equipment, supplies, other personal property or other nonprofessional services, involving fifteen thousand dollars ($15,000) or more, made by or on behalf of any state department, board, bureau, commission, committee, institution, corporation, authority, or office shall, except as otherwise provided in this article, be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder." This Invitation to Bid seeks to satisfy this state requirement. Although Alabama A&M University does not have a substantial spend volume in this category, vendors are encouraged to bid in order to be authorized to provide the requested services.
The bidding component here is not solely based on price since there are too many items to compare but more so quality and scope of catalog offering. Bidders are required to provide at least ten (10) hardcopy catalogs with their bid package or reference a URL to their online catalog to allow Alabama A&M University to review their product offerings. Vendors are expected to offer the University a standard percentage discount off each order. This discount percentage is at the vendor’s discretion; however, vendors whose pricing and discounts are more attractive will be considered preferred vendors and communicated to the University populace as such. Therefore, there is not an existing need that has been communicated to Purchasing for fulfillment; therefore, vendors should keep this in mind and bid so as to establish a partnership rather than satisfy a one-time buy.

The awarded vendors must follow Federal and State of Alabama laws and Alabama A&M University policies and procedures throughout the duration of the contract.
GENERAL CONDITIONS & GUIDELINES

1. **Requirements:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") must receive each vendor's bid package by mail or hand delivered no later than 2:00 P.M. Central Time on the bid submission deadline, which will also be the date and time of the bid opening. Unless otherwise noted, the bid opening will take place at:

   Alabama Agricultural and Mechanical University
   
   Purchasing Department
   
   4900 Meridian Street
   
   Patton Hall, Room 305
   
   Normal, AL 35762

   All bids received must be provided in a sealed envelope. (Ala. Code § 41-16-54 (b)) A faxed or emailed bid does not meet the requirements of the statute because it is not sealed, and all such bids will be deemed ineligible for award. (Attorney General's Opinion # 91-016)

   Mailed sealed bids sent to the Purchasing Department by logistics carriers FedEx, DHL, or Airborne Express must be sent to the following address:

   Alabama A&M University
   
   Purchasing Department
   
   4900 Meridian Street
   
   Patton, Hall, Room 305
   
   Normal, AL 35762
Mailed sealed bids sent to the Purchasing Department by the United States Postal Service (USPS) must be sent to the following address:

Alabama A&M University
Purchasing Department
P.O. Box 1627
Normal, AL 35762

2. **Bid Preparation:** Alabama Agricultural and Mechanical University bid forms must be completed and returned as a part of the bid quote. Bids should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder’s capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer's specifications along with any supplemental specifications necessary to compare the items bid with the requirements set forth in the bid form. All bids must be submitted within a sealed package with the bid number, opening date and time, and bidder’s name and address clearly indicated on the envelope. Bidders are required to submit all items required in the bid package.

An authorized representative of the Bidding Agency shall sign ITB bid documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the bid should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the ITB shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a bid in response to this ITB may be required to give an oral presentation of their bid to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the bid but will in no way change the original bid. If an oral presentation is to be required, the Awarding Authority
will schedule the time and location of these presentations. Oral presentations are an
option of the Awarding Authority and may not be required to be conducted.

4. **Bid Bonds:** It is required for any contract exceeding $10,000 that the bidder submit with
his or her bid a bid bond payable to Alabama A&M University in the amount not less
than five percent (5%) of the base bid to not exceed $10,000. Bid bonds must be
submitted in a form of a cashier’s check, certified check, postal money order, irrevocable
letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or
company checks will be accepted. If a bid bond, when required, is not included in a bid
package, the bidder’s bid package will not receive further consideration.

5. **Award:** Alabama Agricultural and Mechanical University (“AAMU”, “the Awarding
Authority”) reserves the right to accept or to reject any or all bids and is not bound to
accept the lowest bid if that bid is contrary to the best interests of the University. In
making an award, intangible factors such as a bidder’s service, integrity, conformity with
specifications, transportation charges, terms of delivery, facilities, equipment, reputation,
and past performance history will be weighed along with the quality displayed in the
samples submitted ( Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item,
in product groups, or all or none, whichever appears to be in the best interests of the
University. Selection shall be made of one bidder deemed to be fully qualified and best
suited among those bidders that submitted bids on the basis of the evaluation factors
included in this ITB. Financial criteria shall be considered, but will not be the sole
determining factor. After reviews have been conducted, the Awarding Authority shall
select the Bidding Agency which has made the best bid and shall award the bid to that
Bidding Agency. The Awarding Authority may cancel this ITB or reject any and all bids
at any time prior to an award.

A bid accepted in error as the lowest responsible bid is null and void and AAMU, upon
discovery of the error, may accept the lowest bid and award the contract to that bidder.
(Attorney General’s Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in
making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to
commodities produced in Alabama or sold by Alabama companies provided there is not a
loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that
the vendor does not have a place of business within the State of Alabama, AAMU may
award the contract to an “in-state” responsible bidder if his or her bid is within ten
percent (10%) of the foreign entity’s lowest responsible bid. AAMU may also award the
contract to any of the following “in-state” responsible bidders that are within ten percent
(10%) of the foreign entity lowest bidder:

A. A woman-owned enterprise

B. A small business enterprise
C. A minority-owned business enterprise

D. A veteran-owned business enterprise

E. A disadvantaged-owned business enterprise

If an “in-state” vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

6. **Second Lowest Responsible Bidder:** An Awarding Authority can award the bid to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:

   A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract’s terms.

   B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original bid.

7. **Bid Withdrawal:** No bids may be withdrawn without approval from Alabama Agricultural and Mechanical University’s Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the bid opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our bid list. No bid may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to “Default of Contractor.”

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid (ITB) requests.

8. **Bid Rejection:** The Awarding Authority may reject any bid if the price is deemed excessive or the quality of the product inferior. ( Ala. Code § 41-16-57 (c) ) In the event only one bidder responds to an invitation to bid, the Awarding Authority may reject the bid and negotiate the purchase or contract, provided that the negotiated price is lower than the bid price and there are no change in specifications. ( Ala Code § 41-16-50 (a) and Attorney General’s Opinion # 98-140). In the event only one bidder responds to an invitation to bid, the Awarding Authority may also advertise for and seek other competitive bids. Where only one responsible and responsive bid is received, AAMU may only negotiate for a price lower than the single bid received.
9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the bid evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing "payment in advance" or "cash on delivery (COD)" requirements may be rejected.

10. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal, Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as the date of this bid.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the “Civil Rights Act of 1964.”

11. **Non-Collusion:** 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 retrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.

12. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured or refurbished, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer's standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.

13. **Bonds:** Bid and performance security bond, when required will be indicated.

14. **Bid Submission:** Failure to submit a bid on the official Alabama Agricultural and Mechanical form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, AAMU reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

All bids must be signed. Failure to do so will result in rejection of the bid.

15. Delivery: Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to “Default of Contractor.”

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 3409 Meridian Street, Huntsville, AL 35811 (unless another F.O.B. point is stated by the University on the bid form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the bid requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your bid for evaluation purposes.

16. Bid Terms: Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for a minimum of thirty (30) days from the date of bid opening and any exceptions must be clearly stated.

17. Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made.

18. Bids are Public Record: All bids become a matter of public record at bid award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.

19. Standards of Quality: When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer’s or vendor’s name, trade name, catalog, and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and
function. It shall not be purchased or installed by the contractor without the Purchasing Agents’ written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the Invitation to Bid (ITB). Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an “Equal” product, such bid will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc. are intended to establish quality standards and does not exclude bids from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items bid.

20. Vendor Authorization: Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.

21. Default of Contractor: Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

22. Fiscal Funding Clause: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

23. Contract Cancellation: The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the agreed upon contract duration; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

24. Warranties: Should merchandise described on this bid contain a manufacturer’s warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state: “NO WARRANTY
COVERAGE.” Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.

25. **Disclosure Statement**: The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.
Certification Pursuant To Act No. 2006-557

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

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.
Contractor’s E-Verify Clause and Affidavit

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012.

E-VERIFY – NOTICE (RFP)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30” (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9(e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).
E-Verify Affidavit

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30" (also known as and hereinafter referred to as “the Alabama Immigration Act”) is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.

AFFIDAVIT 1

I, ___________________________, a duly authorized officer or agent of Currie Systems, Inc. (contractor), do execute this affidavit on behalf of Currie Systems, Inc. (contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

Name of Contractor:
Currie Systems, Inc

Signature of Authorized Officer or Agent of Contractor:

Title of Authorized Officer or Agent of Contractor:

Printed Name of Authorized Officer or Agent:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ______ DAY OF ______, 20____.

Notary Public

My Commission Expires: 06-05-2018

OR
I, Daniel R. Currie, a duly authorized officer or agent of Currie Systems, Inc, do execute this affidavit on behalf of Currie Systems, Inc. and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as “E-Verify”, web address https://e-verify.uscis.gov/enroll operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

S24457
E-Verify Employment Eligibility Verification User Identification Number
Currie Systems, Inc.

Name of Contractor

Signature of Authorized Officer or Agent of Contractor

President

Title of Authorized Officer or Agent of Contractor

Daniel R. Currie

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 12 DAY OF July, 2017

Notary Public
My Commission Expires 06-05-2018
Proof of Citizenship Demonstration and Declaration  
(To be provided with Affidavit Form 1)  

In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, who is a U.S. Citizen to receive a public benefit or conduct a business transaction with Alabama A&M University, each such citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a copy of a valid form of picture identification, and if the presented item does not show the person’s current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

☑️ **Driver’s license or non-driver’s identification card** (issued by Alabama or the division of motor vehicles or the equivalent governmental agency of another state within the United States if the agency indicates on the applicant’s driver’s license or non-driver’s identification card that the person has provided satisfactory proof of United States citizenship).

☑️ **Birth certificate**

☑️ **Pertinent pages of a United States valid or expired passport** (identifying the applicant and the applicant’s passport number).

☑️ **United States naturalization documents or the number of the certificate of naturalization.** (If only the number of the certificate of naturalization is provided, the applicant shall not be awarded any contract until the number of the certificate of naturalization is verified with the United States Bureau of Citizenship and Immigration Services by the designated City Official, pursuant to 8 U.S.C. § 1373(c)).

☑️ **Other documents or methods of proof of United States citizenship** (issued by the federal government pursuant to the Immigration and Nationality Act of 1952, and amendments thereto).

☑️ **Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.**

☑️ **Consular report of birth abroad of a citizen of the United States of America.**

☑️ **Certificate of citizenship** (issued by the United States Citizenship and Immigration Services).

☑️ **Certification of report of birth** (issued by the United States Department of State).

☑️ **American Indian card, with KIC classification,** (issued by the United States Department of Homeland Security).

☑️ **Final adoption decree** (showing the applicant’s name and United States birthplace).

☑️ **Official United States military record of service** (showing the applicant’s place of birth in the United States).

☑️ **Extract from a United States hospital record of birth** (created at the time of the applicant’s birth indicating the applicant’s place of birth in the United States).

**CITIZENSHIP DECLARATION**

*Under penalty of perjury, I, ____________________________, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

(Declarant’s Signature and Date)
Verification, Demonstration, and Declaration of Lawfully Present Alien
(To be provided with Affidavit Form 1)

A. SAVE Verification. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction with the City, the City must verify, using the Systematic Alien Verification of Entitlement (SAVE) Program, that such alien is lawfully present in the United States. In order to obtain such verification, each such alien must provide: (1) his or her Alien Registration Number, which is as follows: ___________________________; and (2) a copy of non-citizen immigration documents.

B. Presumptive Lawful Presence. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a valid form of picture identification, and if the presented item does not show the person’s current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

☐ A valid, unexpired Alabama driver’s license.
☐ A valid, unexpired Alabama non-driver identification card.
☐ A valid tribal enrollment card or other form of tribal identification (bearing a photograph or other biometric identifier).
☐ Any valid United States federal or state government issued identification document (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
☐ A foreign passport with an unexpired United States Visa and a corresponding stamp or notation (by the United States Department of Homeland Security indicating the bearer’s admission to the United States).
☐ A foreign passport issued by a visa waiver country (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer’s admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN
Under penalty of perjury, I, __________________________, (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien in the United States of America.

______________________________ (Declarant’s Signature and Date)
Section 41-4-116

Taxation on sales and leases of tangible personal property to state agency.

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) AFFILIATE. A related party as defined in subsection (b) of Section 40-23-190 as that provision exists on January 1, 2004.

(2) STATE DEPARTMENT or AGENCY. Every state office, department, division, bureau, board, or commission of the State of Alabama.

(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency 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 or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the 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 the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

(Act 2006-537, p. 1281, §1.)
REQUEST FOR FORMAL BID

DATE 06/27/2017
BID NUMBER 2K17-10B

RESPONSE DUE BY 07/17/2017 2:00 P.M.

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE.

<table>
<thead>
<tr>
<th>NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>N/A</td>
<td>N/A</td>
<td>% Discount by Product Category (Define Categories.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
<td>% Discount off each order</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
<td>% Discount off each order when order is equal to or greater than $_______ (Please be reasonable.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
<td>URL to online catalog</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

SIGNATURE [Signature]
COMPANY REPRESENTATIVE
DATE 7-13-17

An affirmative action/equal opportunity institution
Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

<table>
<thead>
<tr>
<th>F.O.B. Point</th>
<th>TERMS</th>
<th>WARRANTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Net 30</td>
<td>Manufacturer</td>
</tr>
</tbody>
</table>

*Your company reference number, if applicable with this bid quotation.

Certification Pursuant To Act No. 2006-557
Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all 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.

Currie Systems, Inc.

COMPANY NAME (TYPE OR PRINT)

Daniel R. Currie

SIGNER'S NAME (TYPE OR PRINT)

SIGNATURE

256 - 704 - 2877

TELEPHONE NUMBER

256 - 704 - 3676

FAX NUMBER

7/13/17

DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a “No Bid” response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A&M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:
Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.
Vendor Disclosure Statement Information and Instructions

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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exits, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975. (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county, or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chair and vice-chair of the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

<table>
<thead>
<tr>
<th>ENTITY COMPLETING FORM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Currie Systems, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3089 Leeman Ferry Rd</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY, STATE, ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Huntsville, AL 35801</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(256) 704-2877</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALABAMA A&amp;M University</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4900 Meadview Street N.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY, STATE, ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal, AL 35762</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(256) 372-5000</td>
</tr>
</tbody>
</table>

This form is provided with:
- [ ] Contract
- [x] 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?

- [x] 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.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>UAH</td>
<td>Printing</td>
<td>$3896</td>
</tr>
<tr>
<td>J.F. Drake</td>
<td>Printing</td>
<td>$11005</td>
</tr>
<tr>
<td>NORTHEAST ALABAMA Comm. College</td>
<td>Printing</td>
<td>$7163</td>
</tr>
</tbody>
</table>

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
- [x] No

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

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/ AGENCY WHERE EMPLOYED</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.)

| N/A                   |         |                                          |                                        |

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.)

| N/A                   |         |                                          |                                        |

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:

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/ LOBBYIST</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

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: [Signature]  Date: 7/13/17

Notary’s Signature: [Signature]  Date: 7/13/17  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.
Form W-9

Request for Taxpayer Identification Number and Certification

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   [Currie Systems Inc]

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - [ ] Individual/sole proprietor or single-member LLC
   - [ ] C Corporation
   - [ ] S Corporation
   - [ ] Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=Corporation, S=S Corporation, P=Partnership)
   - Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
   - Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)
   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)
   [3069 Leeman Ferry Rd]
   [Huntsville AL 35801]

6. City, state, and ZIP code
   [Huntsville AL 35801]

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

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

[ ] [ ] [ ] [ ] [ ]

Or

Employer identification number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

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

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification; but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person

[Signature]

Date

[1/1/2017]

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Form 1099-B (report of sale of securities, real estate, and other property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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. See What is FATCA reporting? on page 2 for further information.
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 income 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.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 forms 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 on 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 he 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include: interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 April 1, 2001 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

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 a tax exempt. In addition, you must furnish a new Form W-9 if the name on the 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 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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the chart or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(3)(ii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. 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 line 2. “Business name/disregarded entity name” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.
Line 2
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.
Limited Liability Company (LLC), if the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the “Limited Liability Company” box and enter “P” in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the “Limited Liability Company” box and in the space provided enter “C” for C corporation or “S” for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the “Limited Liability Company” box; instead check the first box in line 3 “Individual/sole proprietor or single-member LLC.”

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.
Exempt payee code.
1. Generally, individuals (including sole proprietors) are not exempt from backup withholding.
2. Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
3. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
4. Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding.
Enter the appropriate code in the space in line 4.
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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—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 payee listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2010.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

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

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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.
Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.
A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(16)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(16)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 861 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
M—A tax exempt trust under section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6
Enter your city, state, and ZIP code.

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 this page), 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 SSA 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, apply for a TIN and 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 tradeable 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 U.S. 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 items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see Exempt payee code earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1964 and broker accounts considered active during 1963. 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 1963 and broker accounts considered inactive during 1963. 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 made in settlement of payment card and third party network transactions, 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**

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>4. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(X) (A))</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>8. A valid trust, estate, or pension trust</td>
<td>Legal entity’</td>
</tr>
<tr>
<td>9. Corporation or LLC electing corporate status on Form 8832 or Form 2630</td>
<td>The corporation</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>12. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>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</td>
<td>The public entity</td>
</tr>
<tr>
<td>14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(X) (B))</td>
<td>The trust</td>
</tr>
</tbody>
</table>

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, 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 1-800-909-4490 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 1-800-692-4059.

**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 (TIGTA) 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. commonwealths and 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, and to 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 any payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
INSTRUCTIONS UNIQUE TO THIS INVITATION TO BID (ITB)

1. The sealed bid package submission deadline is July 17, 2017 at 2:00 P.M. Central Standard Time (CST). Bids not received by that time will be ineligible from further consideration. It shall not be sufficient to show that a bid was postmarked by or before the bid submission deadline.

2. Bidders are not required to provide a percentage discount for each line item provided. The provided line items are recommendations at the supplier's discretion. Bidders have the option to type in additional conditions or edit existing conditions that may be more agreeable to their business structures. Bidders should note that more opportune proposals will allow for more opportunities campus-wide and a greater market share within Alabama A&M University.

3. If applicable, bidders should provide their latest hardcopy product catalog with their bid and/or the URL to their online catalog. Where available, URLs to online catalogs are preferred. If providing hardcopy catalogs, please provide at least 10 copies for distribution on campus.

4. Bidders must submit all provided documents with each bid response.

5. Please type Invitation to Bid responses directly into the PDF you have been provided. Handwritten responses are accepted but not preferred.

6. This bid is being advertised by Vendor Registry through Alabama A&M University.
Screen printed and Embroidered Apparel Bid

Invitation to Bid (ITB) –

2K17-10B
Alabama A&M University
Screen printed and Embroidered Apparel Bid
Bid No. 2K17-10B

INTRODUCTION

Alabama A&M University ("University") is seeking bids from qualified vendors to supply screen printed and embroidered apparel for the University for an initial term of 3 years after notice of bid award to be automatically renewed once for an additional two years contingent upon a record of satisfactory performance within the initial term. Notice to continue the relationship for an additional two years after the initial term will be communicated in a formal letter via USPS mail. Alabama A&M University reserves the right to terminate a contract for cause or convenience at any time.

Screen printed and embroidered apparel are used to endorse, recruit, and create a sense of affiliation, unity, and pride in the University and its activities among visitors, recruits, students, faculty, and staff. Screen printed and embroidered apparel are often used for student activities including but not limited to Alabama A&M University's Athletics and Student Affairs Departments. Screen printed and embroidered apparel can come in many forms including but not limited to short and long-sleeve T-Shirts, sweatsuits, sweatshirts, jogging pants, long-sleeve button-up shirts, polos, toboggans, caps, and hats. This Invitation to Bid does not limit the scope of screen printed and embroidered apparel Alabama A&M University will seek to purchase and have customized but rather seeks to develop strategic partnerships with several screen printing and embroidery companies. Multiple vendors will be awarded the bid via this Invitation to Bid to provide the University options in choosing which vendor to engage per project. In 2016 Alabama A&M University spent over $40,000 with a few vendors offering screen printing and embroidery services. Over a five year term, this spend volume exceeds $200,000. Alabama Code 41-16-20 requires that “With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all contracts of whatever nature for labor, services, work, or for the purchase or lease of materials, equipment, supplies, other personal property or other nonprofessional services, involving fifteen thousand dollars ($15,000) or more, made by or on behalf of any state department, board, bureau, commission, committee, institution, corporation, authority, or office shall, except as otherwise provided in this article, be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.” This Invitation to Bid seeks to satisfy this state requirement. Although Alabama A&M University does not have a substantial spend volume in this category, vendors are encouraged to bid in order to be authorized to provide the requested services.
The bidding component here is not solely based on price since there are too many items to compare but more so quality and scope of catalog offering. Bidders are required to provide at least ten (10) hardcopy catalogs with their bid package or reference a URL to their online catalog to allow Alabama A&M University to review their product offerings. Vendors are expected to offer the University a standard percentage discount off each order. This discount percentage is at the vendor’s discretion; however, vendors whose pricing and discounts are more attractive will be considered preferred vendors and communicated to the University populace as such. Therefore, there is not an existing need that has been communicated to Purchasing for fulfillment; therefore, vendors should keep this in mind and bid so as to establish a partnership rather than satisfy a one-time buy.

The awarded vendors must follow Federal and State of Alabama laws and Alabama A&M University policies and procedures throughout the duration of the contract.
GENERAL CONDITIONS & GUIDELINES

1. **Requirements:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") must receive each vendor’s bid package by mail or hand delivered no later than 2:00 P.M. Central Time on the bid submission deadline, which will also be the date and time of the bid opening. Unless otherwise noted, the bid opening will take place at:

   Alabama Agricultural and Mechanical University
   
   Purchasing Department
   
   4900 Meridian Street
   
   Patton Hall, Room 305
   
   Normal, AL 35762

   All bids received must be provided in a sealed envelope. ( Ala. Code § 41-16-54 (b) ) A faxed or emailed bid does not meet the requirements of the statute because it is not sealed, and all such bids will be deemed ineligible for award. ( Attorney General's Opinion # 91-016 )

   Mailed sealed bids sent to the Purchasing Department by logistics carriers FedEx, DHL, or Airborne Express must be sent to the following address:

   Alabama A&M University
   
   Purchasing Department
   
   4900 Meridian Street
   
   Patton, Hall, Room 305
   
   Normal, AL 35762
Mailed sealed bids sent to the Purchasing Department by the United States Postal Service (USPS) must be sent to the following address:

Alabama A&M University
Purchasing Department
P.O. Box 1627
Normal, AL 35762

2. **Bid Preparation:** Alabama Agricultural and Mechanical University bid forms must be completed and returned as a part of the bid quote. Bids should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder’s capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer’s specifications along with any supplemental specifications necessary to compare the items bid with the requirements set forth in the bid form. All bids must be submitted within a sealed package with the bid number, opening date and time, and bidder’s name and address clearly indicated on the envelope. Bidders are required to submit all items required in the bid package.

An authorized representative of the Bidding Agency shall sign ITB bid documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the bid should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the ITB shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a bid in response to this ITB may be required to give an oral presentation of their bid to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the bid but will in no way change the original bid. If an oral presentation is to be required, the Awarding Authority
will schedule the time and location of these presentations. Oral presentations are an option of the Awarding Authority and may not be required to be conducted.

4. **Bid Bonds:** It is required for any contract exceeding $10,000 that the bidder submit with his or her bid a bid bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid to not exceed $10,000. Bid bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or company checks will be accepted. If a bid bond, when required, is not included in a bid package, the bidder's bid package will not receive further consideration.

5. **Award:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") reserves the right to accept or to reject any or all bids and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University. In making an award, intangible factors such as a bidder's service, integrity, conformity with specifications, transportation charges, terms of delivery, facilities, equipment, reputation, and past performance history will be weighed along with the quality displayed in the samples submitted (Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item, in product groups, or all or none, whichever appears to be in the best interests of the University. Selection shall be made of one bidder deemed to be fully qualified and best suited among those bidders that submitted bids on the basis of the evaluation factors included in this ITB. Financial criteria shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Awarding Authority shall select the Bidding Agency which has made the best bid and shall award the bid to that Bidding Agency. The Awarding Authority may cancel this ITB or reject any and all bids at any time prior to an award.

A bid accepted in error as the lowest responsible bid is null and void and AAMU, upon discovery of the error, may accept the lowest bid and award the contract to that bidder. (Attorney General's Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to commodities produced in Alabama or sold by Alabama companies provided there is not a loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that the vendor does not have a place of business within the State of Alabama, AAMU may award the contract to an “in-state” responsible bidder if his or her bid is within ten percent (10%) of the foreign entity's lowest responsible bid. AAMU may also award the contract to any of the following “in-state” responsible bidders that are within ten percent (10%) of the foreign entity lowest bidder:

A. A woman-owned enterprise

B. A small business enterprise
C. A minority-owned business enterprise

D. A veteran-owned business enterprise

E. A disadvantaged-owned business enterprise

If an “in-state” vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

6. **Second Lowest Responsible Bidder:** An Awarding Authority can award the bid to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:

   A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract’s terms.

   B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original bid.

7. **Bid Withdrawal:** No bids may be withdrawn without approval from Alabama Agricultural and Mechanical University’s Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the bid opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our bid list. No bid may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to “Default of Contractor.”

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid (ITB) requests.

8. **Bid Rejection:** The Awarding Authority may reject any bid if the price is deemed excessive or the quality of the product inferior. (Ala. Code § 41-16-57 (c)) In the event only one bidder responds to an invitation to bid, the Awarding Authority may reject the bid and negotiate the purchase or contract, provided that the negotiated price is lower than the bid price and there are no change in specifications. (Ala Code § 41-16-50 (a) and Attorney General’s Opinion # 98-140). In the event only one bidder responds to an invitation to bid, the Awarding Authority may also advertise for and seek other competitive bids. Where only one responsible and responsive bid is received, AAMU may only negotiate for a price lower than the single bid received.
9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the bid evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing “payment in advance” or “cash on delivery (COD)” requirements may be rejected.

10. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution of the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal, Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as the date of this bid.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the “Civil Rights Act of 1964.”

11. **Non-Collusion:** 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 retrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.

12. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured or refurbished, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer’s standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.

13. **Bonds:** Bid and performance security bond, when required will be indicated.

14. **Bid Submission:** Failure to submit a bid on the official Alabama Agricultural and Mechanical form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, AAMU reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

All bids must be signed. Failure to do so will result in rejection of the bid.

15. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to “Default of Contractor.”

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 3409 Meridian Street, Huntsville, AL 35811 (unless another F.O.B. point is stated by the University on the bid form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the bid requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your bid for evaluation purposes.

16. **Bid Terms:** Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for a minimum of thirty (30) days from the date of bid opening and any exceptions must be clearly stated.

17. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made.

18. **Bids are Public Record:** All bids become a matter of public record at bid award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.

19. **Standards of Quality:** When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer’s or vendor’s name, trade name, catalog, and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and
function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable AAMU to determine if the product offered meets the requirements of the Invitation to Bid (ITB). Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an “Equal” product, such bid will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc. are intended to establish quality standards and does not exclude bids from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items bid.

20. Vendor Authorization: Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.

21. Default of Contractor: Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

22. Fiscal Funding Clause: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

23. Contract Cancellation: The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the agreed upon contract duration; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

24. Warranties: Should merchandise described on this bid contain a manufacturer's warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state: “NO WARRANTY
COVERAGE.” Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.

25. Disclosure Statement: The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.
Certification Pursuant To Act No. 2006-557

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

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.
Contractor’s E-Verify Clause and Affidavit

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012.

E-VERIFY – NOTICE (RFP)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30” (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).
E-Verify Affidavit

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) §§ 31-13-1 through 31-13-30” (also known as and hereinafter referred to as “the Alabama immigration Act”) is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.

AFFIDAVIT 1

I, ________________________________, a duly authorized officer or agent of ________________________________, do execute this affidavit on behalf of ________________________________, (contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

Name of Contractor

____________________________________

Signature of Authorized Officer or Agent of Contractor

____________________________________

Title of Authorized Officer or Agent of Contractor

____________________________________

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF __________, 20___

____________________________________

Notary Public

My commission Expires: __________________
I, [Signature], a duly authorized officer or agent of [Contractor Name], do execute this affidavit on behalf of [Company Name]. By executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as “E-verify”, web address https://e-verify.uscis.gov/enroll operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

[Signature]
E-Verify Employment Eligibility Verification User Identification Number
[Signature]
Name of Contractor
[Signature]
Signature of Authorized Officer or Agent of Contractor
[Signature]
Title of Authorized Officer or Agent of Contractor
[Signature]
Printed Name of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5th DAY OF July, 2017
[Signature]
Notary Public
My commission Expires: 2-21-2020
Proof of Citizenship Demonstration and Declaration N/A

(To be provided with Affidavit Form I)

In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, who is a U.S. Citizen to receive a public benefit or conduct a business transaction with Alabama A&M University, each such citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a copy of a valid form of picture identification, and if the presented item does not show the person’s current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

☐ Driver’s license or non-driver’s identification card (issued by Alabama or the division of motor vehicles or the equivalent governmental agency of another state within the United States if the agency indicates on the applicant’s driver’s license or non-driver’s identification card that the person has provided satisfactory proof of United States citizenship).

☐ Birth certificate

☐ Pertinent pages of a United States valid or expired passport (identifying the applicant and the applicant’s passport number).

☐ United States naturalization documents or the number of the certificate of naturalization. (If only the number of the certificate of naturalization is provided, the applicant shall not be awarded any contract until the number of the certificate of naturalization is verified with the United States Bureau of Citizenship and Immigration Services by the designated City Official, pursuant to 8 U.S.C. § 1373(c)).

☐ Other documents or methods of proof of United States citizenship (issued by the federal government pursuant to the Immigration and Nationality Act of 1952, and amendments thereto).

☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.

☐ Consular report of birth abroad of a citizen of the United States of America.

☐ Certificate of citizenship (issued by the United States Citizenship and Immigration Services).

☐ Certification of report of birth (issued by the United States Department of State).

☐ American Indian card, with KIC classification, (issued by the United States Department of Homeland Security).

☐ Final adoption decree (showing the applicant’s name and United States birthplace).

☐ Official United States military record of service (showing the applicant’s place of birth in the United States).

☐ Extract from a United States hospital record of birth (created at the time of the applicant’s birth indicating the applicant’s place of birth in the United States).

CITIZENSHIP DECLARATION

Under penalty of perjury, I, [Name], (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.

[Signature]

(Declarant’s Signature and Date)
A. SAVE Verification. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction with the City, the City must verify, using the Systematic Alien Verification of Entitlement (SAVE) Program, that such alien is lawfully present in the United States. In order to obtain such verification, each such alien must provide: (1) his or her Alien Registration Number, which is as follows: ___________________________; and (2) a copy of non-citizen immigration documents.

B. Presumptive Lawful Presence. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a valid form of picture identification, and if the presented item does not show the person’s current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

☐ A valid, unexpired Alabama driver’s license.
☐ A valid, unexpired Alabama non-driver identification card.
☐ A valid tribal enrollment card or other form of tribal identification (bearing a photograph or other biometric identifier).
☐ Any valid United States federal or state government issued identification document (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
☐ A foreign passport with an unexpired United States Visa and a corresponding stamp or notation (by the United States Department of Homeland Security indicating the bearer’s admission to the United States).
☐ A foreign passport issued by a visa waiver country (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer’s admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, ____________________________________________, (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien in the United States of America.

__________________________________________ (Declarant’s Signature and Date)
Section 41-4-116

Taxation on sales and leases of tangible personal property to state agency.

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) AFFILIATE. A related party as defined in subsection (b) of Section 40-23-190 as that provision exists on January 1, 2004.

(2) STATE DEPARTMENT or AGENCY. Every state office, department, division, bureau, board, or commission of the State of Alabama.

(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency 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 or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the 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 the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

(Act 2006-557, p. 1281, §1.)
### REQUEST FOR FORMAL BID

**CONTACT**

Tim Thornton

**PHONE** 256 372-5227

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<tr>
<th>NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
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<td>% Discount off each order</td>
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<td>N/A</td>
<td>% Discount off each order when order is equal to or greater than $________</td>
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<tr>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
<td>URL to online catalog <a href="http://www.4imprint.com">www.4imprint.com</a></td>
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**WE WILL OFFER 10% DISCOUNT OFF CURRENT 4imprint.com PRICING. PLEASE USE THE CODE B1230 AND EMAIL 4imprint.com OR SHIREND@4imprint.com FOR CURRENT FORMED PRICE QUOTES. THIS EXCLUDES FREIGHT AND SET-UP CHARGES.**

**TOTAL**

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**SIGNATURE**

[Signature]

**COMPANY REPRESENTATIVE**

**DATE** 7/10/17

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An affirmative action/equal opportunity institution.
Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (BW), a Black Woman-Owned Small Disadvantaged Business (BBW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

<table>
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<tr>
<th>F.O.B. Point</th>
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<th>WARRANTY</th>
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<tr>
<td>AAMU DESTINATION</td>
<td>Net 30</td>
<td>We guarantee back up of sales price item</td>
</tr>
<tr>
<td>ESTIMATED DELIVERY</td>
<td>YOUR REFERENCE NO.*</td>
<td>QUOTATION EFFECTIVE UNTIL</td>
</tr>
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<td>B1230</td>
<td>9/1/20</td>
</tr>
</tbody>
</table>

*Your company reference number, if applicable with this bid quotation.

Certification Pursuant To Act No. 2006-557
Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all 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.

512-470-7746 Ext. 8460
TELEPHONE NUMBER

888-963-9311
FAX NUMBER

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a “No Bid” response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A&M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:
Manufacturer’s published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheet. Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.
Vendor Disclosure Statement Information and Instructions

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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse’s parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24). Code of Alabama 1975. (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee’s income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chair and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2. Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS
101 Commerce St.

CITY, STATE, ZIP
Oshkosh, WI 54901

TELEPHONE NUMBER
(977) 446-7746

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
Appalachian A&M University

ADDRESS
101 Commerce St.

CITY, STATE, ZIP
Oshkosh, WI 54901

TELEPHONE NUMBER
(977) 446-7746

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:

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Alabama - Promotional Products</td>
<td>(Non grant) Bid Process</td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
</tr>
</thead>
</table>

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.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>NAME OF PUBLIC OFFICIAL</th>
<th>STATE DEPARTMENT/AGENCY WHERE EMPLOYED</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.)

N/A

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.)

N/A

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:

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/LOBBYIST</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

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: [Signature] Date: 7/5/17

Notary's Signature: [Notary's Signature] Date: 7/19/2017 Date Notary Expires: 2-21-2028

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.
Form W-9

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return):
4imprint, Inc.

Business name/disregarded entity name, if different from above:

Check appropriate box for federal tax classification (required):
☐ individual/sole proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C or S corporation, S or C corporation, Partnership, or Trust/estate).
☐ Exempt payee

Print or type:

See Specific Instructions on page 2.

Print or type:

See Specific Instructions on page 2.

Print or type:

See Specific Instructions on page 2.

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:

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.

Signature of U.S. person:

Date:

6/19/2017

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.
INSTRUCTIONS UNIQUE TO THIS INVITATION TO BID (ITB)

1. The sealed bid package submission deadline is July 17, 2017 at 2:00 P.M. Central Standard Time (CST). Bids not received by that time will be ineligible from further consideration. It shall not be sufficient to show that a bid was postmarked by or before the bid submission deadline.

2. Bidders are not required to provide a percentage discount for each line item provided. The provided line items are recommendations at the supplier’s discretion. Bidders have the option to type in additional conditions or edit existing conditions that may be more agreeable to their business structures. Bidders should note that more opportune proposals will allow for more opportunities campus-wide and a greater market share within Alabama A&M University.

3. If applicable, bidders should provide their latest hardcopy product catalog with their bid and/or the URL to their online catalog. Where available, URLs to online catalogs are preferred. If providing hardcopy catalogs, please provide at least 10 copies for distribution on campus.

4. Bidders must submit all provided documents with each bid response.

5. Please type Invitation to Bid responses directly into the PDF you have been provided. Handwritten responses are accepted but not preferred.

6. This bid is being advertised by Vendor Registry through Alabama A&M University.
Alabama A&M University

Screen printed and Embroidered Apparel Bid

Invitation to Bid (ITB) –

2K17-10B
Alabama A&M University
Screen printed and Embroidered Apparel Bid

Bid No. 2K17-10B

INTRODUCTION

Alabama A&M University ("University") is seeking bids from qualified vendors to supply screen printed and embroidered apparel for the University for an initial term of 3 years after notice of bid award to be automatically renewed once for an additional two years contingent upon a record of satisfactory performance within the initial term. Notice to continue the relationship for an additional two years after the initial term will be communicated in a formal letter via USPS mail. Alabama A&M University reserves the right to terminate a contract for cause or convenience at any time.

Screen printed and embroidered apparel are used to endorse, recruit, and create a sense of affiliation, unity, and pride in the University and its activities among visitors, recruits, students, faculty, and staff. Screen printed and embroidered apparel are often used for student activities including but not limited to Alabama A&M University's Athletics and Student Affairs Departments. Screen printed and embroidered apparel can come in many forms including but not limited to short and long-sleeve T-Shirts, sweatsuits, sweatshirts, jogging pants, long-sleeve button-up shirts, polos, toboggans, caps, and hats. This Invitation to Bid does not limit the scope of screen printed and embroidered apparel Alabama A&M University will seek to purchase and have customized but rather seeks to develop strategic partnerships with several screen printing and embroidery companies. Multiple vendors will be awarded the bid via this Invitation to Bid to provide the University options in choosing which vendor to engage per project. In 2016 Alabama A&M University spent over $40,000 with a few vendors offering screen printing and embroidery services. Over a five year term, this spend volume exceeds $200,000. Alabama Code 41-16-20 requires that “With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all contracts of whatever nature for labor, services, work, or for the purchase or lease of materials, equipment, supplies, other personal property or other nonprofessional services, involving fifteen thousand dollars ($15,000) or more, made by or on behalf of any state department, board, bureau, commission, committee, institution, corporation, authority, or office shall, except as otherwise provided in this article, be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.” This Invitation to Bid seeks to satisfy this state requirement. Although Alabama A&M University does not have a substantial spend volume in this category, vendors are encouraged to bid in order to be authorized to provide the requested services.
The bidding component here is not solely based on price since there are too many items to compare but more so quality and scope of catalog offering. Bidders are required to provide at least ten (10) hardcopy catalogs with their bid package or reference a URL to their online catalog to allow Alabama A&M University to review their product offerings. Vendors are expected to offer the University a standard percentage discount off each order. This discount percentage is at the vendor's discretion; however, vendors whose pricing and discounts are more attractive will be considered preferred vendors and communicated to the University populace as such. Therefore, there is not an existing need that has been communicated to Purchasing for fulfillment; therefore, vendors should keep this in mind and bid so as to establish a partnership rather than satisfy a one-time buy.

The awarded vendors must follow Federal and State of Alabama laws and Alabama A&M University policies and procedures throughout the duration of the contract.
GENERAL CONDITIONS & GUIDELINES

1. **Requirements:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") must receive each vendor's bid package by mail or hand delivered no later than 2:00 P.M. Central Time on the bid submission deadline, which will also be the date and time of the bid opening. Unless otherwise noted, the bid opening will take place at:

   Alabama Agricultural and Mechanical University

   Purchasing Department

   4900 Meridian Street

   Patton Hall, Room 305

   Normal, AL 35762

   All bids received must be provided in a sealed envelope. (Ala. Code § 41-16-54 (b)) A faxed or emailed bid does not meet the requirements of the statute because it is not sealed, and all such bids will be deemed ineligible for award. (Attorney General's Opinion # 91-016)

   Mailed sealed bids sent to the Purchasing Department by logistics carriers FedEx, DHL, or Airborne Express must be sent to the following address:

   Alabama A&M University

   Purchasing Department

   4900 Meridian Street

   Patton, Hall, Room 305

   Normal, AL 35762
Mailed sealed bids sent to the Purchasing Department by the United States Postal Service (USPS) must be sent to the following address:

Alabama A&M University
Purchasing Department
P.O. Box 1627
Normal, AL 35762

2. **Bid Preparation:** Alabama Agricultural and Mechanical University bid forms must be completed and returned as a part of the bid quote. Bids should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder's capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer's specifications along with any supplemental specifications necessary to compare the items bid with the requirements set forth in the bid form. All bids must be submitted within a sealed package with the bid number, opening date and time, and bidder's name and address clearly indicated on the envelope. Bidders are required to submit all items required in the bid package.

An authorized representative of the Bidding Agency shall sign ITB bid documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the bid should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the ITB shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a bid in response to this ITB may be required to give an oral presentation of their bid to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the bid but will in no way change the original bid. If an oral presentation is to be required, the Awarding Authority
will schedule the time and location of these presentations. Oral presentations are an option of the Awarding Authority and may not be required to be conducted.

4. **Bid Bonds:** It is required for any contract exceeding $10,000 that the bidder submit with his or her bid a bid bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid to not exceed $10,000. Bid bonds must be submitted in a form of a cashier’s check, certified check, postal money order, irrevocable letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or company checks will be accepted. If a bid bond, when required, is not included in a bid package, the bidder’s bid package will not receive further consideration.

5. **Award:** Alabama Agricultural and Mechanical University (“AAMU”, “the Awarding Authority”) reserves the right to accept or to reject any or all bids and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University. In making an award, intangible factors such as a bidder’s service, integrity, conformity with specifications, transportation charges, terms of delivery, facilities, equipment, reputation, and past performance history will be weighed along with the quality displayed in the samples submitted (Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item, in product groups, or all or none, whichever appears to be in the best interests of the University. Selection shall be made of one bidder deemed to be fully qualified and best suited among those bidders that submitted bids on the basis of the evaluation factors included in this ITB. Financial criteria shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Awarding Authority shall select the Bidding Agency which has made the best bid and shall award the bid to that Bidding Agency. The Awarding Authority may cancel this ITB or reject any and all bids at any time prior to an award.

A bid accepted in error as the lowest responsible bid is null and void and AAMU, upon discovery of the error, may accept the lowest bid and award the contract to that bidder. (Attorney General’s Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to commodities produced in Alabama or sold by Alabama companies provided there is not a loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that the vendor does not have a place of business within the State of Alabama, AAMU may award the contract to an “in-state” responsible bidder if his or her bid is within ten percent (10%) of the foreign entity’s lowest responsible bid. AAMU may also award the contract to any of the following “in-state” responsible bidders that are within ten percent (10%) of the foreign entity lowest bidder:

A. A woman-owned enterprise

B. A small business enterprise
C. A minority-owned business enterprise

D. A veteran-owned business enterprise

E. A disadvantaged-owned business enterprise

If an “in-state” vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

6. **Second Lowest Responsible Bidder:** An Awarding Authority can award the bid to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:

   A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract’s terms.

   B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original bid.

7. **Bid Withdrawal:** No bids may be withdrawn without approval from Alabama Agricultural and Mechanical University’s Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the bid opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our bid list. No bid may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to “Default of Contractor.”

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid (ITB) requests.

8. **Bid Rejection:** The Awarding Authority may reject any bid if the price is deemed excessive or the quality of the product inferior. (Ala. Code § 41-16-57 (c)) In the event only one bidder responds to an invitation to bid, the Awarding Authority may reject the bid and negotiate the purchase or contract, provided that the negotiated price is lower than the bid price and there are no change in specifications. (Ala Code § 41-16-50 (a) and Attorney General’s Opinion # 98-140). In the event only one bidder responds to an invitation to bid, the Awarding Authority may also advertise for and seek other competitive bids. Where only one responsible and responsive bid is received, AAMU may only negotiate for a price lower than the single bid received.
9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the bid evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing “payment in advance” or “cash on delivery (COD)” requirements may be rejected.

10. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal, Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as the date of this bid.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the “Civil Rights Act of 1964.”

11. **Non-Collusion:** 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 retrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.

12. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured or refurbished, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer’s standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.

13. **Bonds:** Bid and performance security bond, when required will be indicated.

14. **Bid Submission:** Failure to submit a bid on the official Alabama Agricultural and Mechanical form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, AAMU reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

All bids must be signed. Failure to do so will result in rejection of the bid.

15. Delivery: Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to “Default of Contractor.”

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 3409 Meridian Street, Huntsville, AL 35811 (unless another F.O.B. point is stated by the University on the bid form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the bid requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your bid for evaluation purposes.

16. Bid Terms: Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for a minimum of thirty (30) days from the date of bid opening and any exceptions must be clearly stated.

17. Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made.

18. Bids are Public Record: All bids become a matter of public record at bid award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.

19. Standards of Quality: When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer’s or vendor’s name, trade name, catalog, and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and
function. It shall not be purchased or installed by the contractor without the Purchasing Agents’ written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the Invitation to Bid (ITB). Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an “Equal” product, such bid will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc. are intended to establish quality standards and does not exclude bids from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items bid.

20. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.

21. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

22. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

23. **Contract Cancellation:** The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the agreed upon contract duration; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

24. **Warranties:** Should merchandise described on this bid contain a manufacturer’s warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state: “NO WARRANTY
COVERAGE. Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.

25. Disclosure Statement: The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.
Certification Pursuant To Act No. 2006-557

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

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.
Contractor's E-Verify Clause and Affidavit
Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012.

E-VERIFY – NOTICE (RFP)
The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30” (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with §31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).
E-Verify Affidavit

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30” (also known as and hereinafter referred to as “the Alabama Immigration Act”) is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.

AFFIDAVIT 1

I, ________________________________, a duly authorized officer or agent of ________________________________, do execute this affidavit on behalf of ________________________________ (contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

Name of Contractor ________________________________

Signature of Authorized Officer or Agent of Contractor ________________________________

Title of Authorized Officer or Agent of Contractor ________________________________

Printed Name of Authorized Officer or Agent ________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF ____________, 20__.

______________________________

Notary Public

My commission Expires: ____________________________

OR
AFFIDAVIT 2

I, [Name], a duly authorized officer or agent of [Company Name], do execute this affidavit on behalf of [Company Name] (contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as “E-verify”, web address https://e-verify.uscis.gov/enroll operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

[Signature]
Name of Contractor

[Signature]
Signature of Authorized Officer or Agent of Contractor

[Company Name]
Name of Company

[Address]
Address

[Email]
Email

[City, State ZIP]
City, State ZIP

[Date]
Date

Notary Public
My commission Expires:

[Notary Seal]
Notary Public

[Date]
Notary Public

[Date]
Notary Public
Company ID Number: 491633

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<table>
<thead>
<tr>
<th>Employer</th>
<th>BSN Sports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechell Gotelli</td>
<td></td>
</tr>
<tr>
<td>Name (Please Type or Print)</td>
<td></td>
</tr>
<tr>
<td>Electronically Signed</td>
<td>01/18/2012</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>

Department of Homeland Security – Verification Division

USCIS Verification Division

| Name (Please Type or Print) | | Title |
| Electronically Signed | 01/18/2012 | Date |
| Signature | | |

Information Required for the E-Verify Program

Information relating to your Company:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>BSN Sports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Facility Address</td>
<td>1901 Diplomat Dr</td>
</tr>
<tr>
<td></td>
<td>Farmers Branch, TX 75234</td>
</tr>
<tr>
<td>Company Alternate Address:</td>
<td></td>
</tr>
<tr>
<td>County or Parish:</td>
<td>DALLAS</td>
</tr>
<tr>
<td>Employer Identification Number:</td>
<td>222795073</td>
</tr>
</tbody>
</table>
Company ID Number: 491633

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator:</td>
<td>BSN Sports, Inc.</td>
</tr>
<tr>
<td>Number of Employees:</td>
<td>500 to 999</td>
</tr>
<tr>
<td>Number of Sites Verified for:</td>
<td>12</td>
</tr>
</tbody>
</table>

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- TEXAS 12 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Telephone Number:</th>
<th>E-mail Address:</th>
<th>Fax Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechell Gotelli</td>
<td>(972) 406 - 7187</td>
<td><a href="mailto:Mgotelli@sportsupplygroup.com">Mgotelli@sportsupplygroup.com</a></td>
<td>(972) 406 - 3467</td>
</tr>
<tr>
<td>Kyla Edmonds</td>
<td>(972) 406 - 7184</td>
<td><a href="mailto:kedmonds@sportsupplygroup.com">kedmonds@sportsupplygroup.com</a></td>
<td>(972) 406 - 3467</td>
</tr>
<tr>
<td>Lisa Pierce</td>
<td>(972) 884 - 7230</td>
<td><a href="mailto:lpierce@bsnsports.com">lpierce@bsnsports.com</a></td>
<td>(972) 406 - 3467</td>
</tr>
</tbody>
</table>
Proof of Citizenship Demonstration and Declaration

(To be provided with Affidavit Form 1)

In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, who is a U.S. Citizen to receive a public benefit or conduct a business transaction with Alabama A&M University, each such citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a copy of a valid form of picture identification, and if the presented item does not show the person’s current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

☐ Driver’s license or non-driver’s identification card (issued by Alabama or the division of motor vehicles or the equivalent governmental agency of another state within the United States if the agency indicates on the applicant’s driver’s license or non-driver’s identification card that the person has provided satisfactory proof of United States citizenship).

☐ Birth certificate

☐ Pertinent pages of a United States valid or expired passport (identifying the applicant and the applicant’s passport number).

☐ United States naturalization documents or the number of the certificate of naturalization. (If only the number of the certificate of naturalization is provided, the applicant shall not be awarded any contract until the number of the certificate of naturalization is verified with the United States Bureau of Citizenship and Immigration Services by the designated City Official, pursuant to 8 U.S.C. § 1373(c)).

☐ Other documents or methods of proof of United States citizenship (issued by the federal government pursuant to the Immigration and Nationality Act of 1952, and amendments thereto).

☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.

☐ Consular report of birth abroad of a citizen of the United States of America.

☐ Certificate of citizenship (issued by the United States Citizenship and Immigration Services).

☐ Certification of report of birth (issued by the United States Department of State).

☐ American Indian card, with KIC classification, (issued by the United States Department of Homeland Security).

☐ Final adoption decree (showing the applicant’s name and United States birthplace).

☐ Official United States military record of service (showing the applicant’s place of birth in the United States).

☐ Extract from a United States hospital record of birth (created at the time of the applicant’s birth indicating the applicant’s place of birth in the United States).

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Chris Bloomfield, (print name of undersigned) do hereby declare that I am a citizen of the United States of America.

[Signature]

(Date)

CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com
Verification, Demonstration, and Declaration of Lawfully Present Alien
(To be provided with Affidavit Form I)

A. SAVE Verification. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction with the City, the City must verify, using the Systematic Alien Verification of Entitlement (SAVE) Program, that such alien is lawfully present in the United States. In order to obtain such verification, each such alien must provide: (1) his or her Alien Registration Number, which is as follows: _______________________; and (2) a copy of non-citizen immigration documents.

B. Presumptive Lawful Presence. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a valid form of picture identification, and if the presented item does not show the person’s current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

☐ A valid, unexpired Alabama driver’s license.
☐ A valid, unexpired Alabama non-driver identification card.
☐ A valid tribal enrollment card or other form of tribal identification (bearing a photograph or other biometric identifier).
☐ Any valid United States federal or state government issued identification document (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
☐ A foreign passport with an unexpired United States Visa and a corresponding stamp or notation (by the United States Department of Homeland Security indicating the bearer’s admission to the United States).
☐ A foreign passport issued by a visa waiver country (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer’s admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN
Under penalty of perjury, I, Chris Bloomfield, (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien in the United States of America.

[Signature] 7-11-17 (Declarant’s Signature and Date)

Chris Bloomfield
National Bid Director
bsnbid@bsnsports.com
Section 41-4-116

Taxation on sales and leases of tangible personal property to state agency.

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) AFFILIATE. A related party as defined in subsection (b) of Section 40-23-190 as that provision exists on January 1, 2004.

(2) STATE DEPARTMENT or AGENCY. Every state office, department, division, bureau, board, or commission of the State of Alabama.

(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency 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 or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the 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 the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

(Act 2006-557, p. 1281, §1.)
Alabama A & M University
Bid # 2K17-10B
Re: Screen Printing and Embroidered Apparel/Due: 7/17/2017

- **Alabama Business License/ State Sales Tax # R000831264**

  **References Contacts**

  1. **University of South Alabama**
     Attn: Dr. Joel Erdmann/AD
     307 University Blvd, Room AD-245
     Mobile, AL 36688-0002
     Phone: 251-460-7121
     Email: jerdmann@southalabama.edu

  2. **Birmingham BOE**
     Attn: Purchasing Department
     P.O. Box 10007
     Birmingham AL 35203-2762
     Phone: 205-231-4606

  3. **Montgomery Public Schools**
     Attn: Purchasing Department
     P.O. Box 176
     Montgomery, AL 36101-0176
     Phone: 1-334-223-6789

  4. **Jefferson County School District**
     Attn: Purchasing Department
     2100 18th Street South
     Birmingham, AL 35209-1296
     Phone: 205-379-2307

  5. **City Of Mobile**
     Attn: Purchasing Department
     P.O. Box 389
     Mobile, AL 36601-0389
Alabama A & M University
Bid # 2K17-10B
Re: Screen Printing and Embroidered Apparel/Due: 7/17/2017

Please Note:

It is a part of BSN Sports LLC, company policy not to distribute any personal information on our employees in regard to personal addresses, pictures and other legal forms of identification, i.e. driver’s license or passport information.

These forms can be manipulated and misrepresented in an open forum such as a public opening of a bid document, whereby all records become open and remain in the public domain for years.

BSN Sports LLC, will be more than happy to have our sales pros in Alabama that service this account (upon award or at your discretion) personally come in and supply their information directly to the university purchasing personnel as long as it is considered privileged information and kept secure for the duration of the contract.

All other information may be found contained in the attached E-Verify information paperwork attached and/or online in regard to our company.

Chris Bloomfield
National Bid Director
bsnbid@bsnsports.com
800-527-7510 x7324
**REQUEST FOR FORMAL BID**

**CONTACT**
Tim Thornton

**VENDOR**
BSN SPORTS LLC
PO BOX 7726
DALLAS, TX 75209-0726

**DATE**
06/27/2017

**BID NUMBER**
2K17-10B

**RESPONSE DUE BY**
07/17/2017

2:00 P.M.

**PHONE**
256 372-6227

**VENDOR NO.**

---

<table>
<thead>
<tr>
<th>NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<tr>
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<td>N/A</td>
<td>N/A</td>
<td>% Discount by Product Category (Define Categories.)</td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
<td>% Discount off each order</td>
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<tr>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
<td>% Discount off each order when order is equal to or greater than $______ (Please be reasonable.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
<td>URL to online catalog</td>
<td>www-bsn-sports.com</td>
<td></td>
</tr>
</tbody>
</table>

*10% off BSN Sports 2017 catalog.*
*See copy section must attached.*
*40% off US7 (AE741U) endurance stock apparel - Nike & UA.*
*30% off US7 (AE741H) branded stock term foot wear.*

**TOTAL**

**SIGNATURE**
CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com

An affirmative action/equal opportunity institution

---

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.

I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY DESIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.
Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

<table>
<thead>
<tr>
<th>F.O.B. Point</th>
<th>TERMS</th>
<th>WARRANTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAMU DESTINATION</td>
<td>N-30</td>
<td>1 YR STD MFR WARRANTY</td>
</tr>
<tr>
<td>ESTIMATED DELIVERY</td>
<td>YOUR REFERENCE NO.*</td>
<td>QUOTATION EFFECTIVE UNTIL</td>
</tr>
<tr>
<td></td>
<td>17 - 82022</td>
<td>1 YR</td>
</tr>
</tbody>
</table>

*Your company reference number, if applicable with this bid quotation.

Certification Pursuant To Act No. 2006-557
Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all 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.

BSN Sports LLC
COMPANY NAME (TYPE OR PRINT)

850 - 527-7510
TELEPHONE NUMBER

SIGNER’S NAME (TYPE OR PRINT) CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com
FAX NUMBER

7-11-17
DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A&M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:
Manufacturer’s published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.
Vendor Disclosure Statement Information and Instructions

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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exits, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975. (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee’s income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM

Vansyng Brothers Heating Company Inc DBA:

ADDRESS

BSN SPORTS

CITY, STATE, ZIP

PO BOX 7726

DALLAS, TX 75208-0726

TELEPHONE NUMBER

(810) 527-7510 X7324

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

ALABAMA A&M UNIVERSITY

ADDRESS

P.O. Box 1627

NORMAL AL 35762

TELEPHONE NUMBER

(256) 372-5223

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

Birmingham City Bd PE Athletic Supplies

TYPE OF GOODS/SERVICES

Univ. of Alabama (Birmingham) Football Gloves

AMOUNT RECEIVED

Samford University Athletic Supplies

$8,979.22 - 2017 ysm

$59,875.00 - 2017 ysm

$87,668.74 - 2017 ysm

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

Birmingham City Bd

DATE GRANT AWARDED

AMOUNT OF GRANT

NONE

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

NONE

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

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

| **NONE**               |         |                                          |                                        |

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.)

| **NONE**               |         |                                          |                                        |

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:

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/LOBBYIST</th>
<th>ADDRESS</th>
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</thead>
<tbody>
<tr>
<td><strong>NONE</strong></td>
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</table>

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.

**CHRIS BLOOMFIELD**
National Bid Director
bsnbid@bsnsports.com 7/10/17

Signature
Date 7/10/17

Notary’s Signature
Date 9/15/17

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.

**SHERRY IQBAL**
MY COMMISSION EXPIRES
September 15, 2017
W-9
Request for Taxpayer Identification Number and Certification

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   Varsity Brands Holding Co., Inc.

2. Business name/disregarded entity name, if different from above
   BSN Sports, LLC

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   [ ] Individual/sole proprietor or [ ] C Corporation [ ] S Corporation [ ] Partnership [ ] Trust/estate
   single-member LLC
   [ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership).
   Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for
   the tax classification of the single-member owner.
   [ ] Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   Exempt payee code (if any)
   Exemption from FATCA reporting code (if any)
   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)
   P. O. Box 7726
   Dallas, TX 75209

6. City, state, and ZIP code

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

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid
backup withholding. For individuals, this is generally your social security number (SSN). However, for a
resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for
guidelines on whose number to enter.

Social security number

[ ] - [ ] - [ ]

Employer identification number

4 7 2 4 6 0 2 7 2

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 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 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.

Sign Here

[Signature of U.S. person]  [ ]

National Bid Director

CHRIS BLOOMFIELD

[Date] 7/10/17

bsnbid@bsn.com

General Instructions

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

Future developments: Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by
  brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject
to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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,

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. See What is FATCA reporting? on
   page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)
Jessica L. Wilson  
Vice President – Finance  

April 27, 2017  

RE: Varsity Brands Holding Co., Inc.  
FEIN 47-2460272  

BSN SPORTS, Inc.  
FEIN 22-2795073  

To Whom It May Concern:  

Please be advised that effective November 26, 2014, BSN SPORTS, Inc. filed a Certificate of Conversion with the State of Delaware converting BSN SPORTS, Inc. from a Corporation to a Limited Liability Company. The company is now known as BSN SPORTS, LLC.  

Effective, December 4, 2014, BSN SPORTS, LLC became a wholly-owned subsidiary of Varsity Brands Holding Co., Inc., a newly formed corporation incorporated in the State of Indiana. Because of BSN SPORTS, LLC’s limited liability status, it is deemed to be a disregarded entity pursuant to the rules of the Internal Revenue Service. As such, when our customers and vendors request our FEIN, we are required to provide the FEIN of our parent.  

Therefore, please see the attached Form W-9 for Varsity Brands Holding Co., Inc., and update your records accordingly.  

If you have any questions, please contact me at (214) 459-9059.  

Thank you,  

Jessica L. Wilson
The following is a list of wholly owned subsidiaries of Varsity Brands Holding Co., Inc. which are deemed to be Disregarded Entities pursuant to the rules of the Internal Revenue Service. None of these entities is subject to backup withholding.

For your convenience and to distinguish between our many different businesses, we are providing the following list of subsidiaries and their various DBA names that will all utilize the same Varsity Brands Holding Co., Inc. W-9 with an FEIN of 47-2660072. We hope that this list will assist you in setting up unique vendor accounts for each of our businesses in the event your company conducts business with more than one of our businesses.

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<tr>
<th>Legal Name</th>
<th>DBA</th>
<th>Tax Classification</th>
<th>Remit To Address</th>
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Affirmative Action Rider Program

BSN SPORTS

Affirmative Action and Equal Employment Opportunity Policy

41 C.F.R § 60-2.13(b)-2.21 (a)

It is the policy of BSN SPORTS, LLC to pursue, affirmatively. Equal Employment opportunity for all its qualified applicants and employees. The company will recruit, hire, train, transfer and promote without regard to age, race, color, religion, sex(gender), national origin, disability (if the person is otherwise qualified) or status as veteran. All decisions on employment will be based only on the individual’s ability as related to the requirements of the job for which he or she is being considered.

Management will assist in assuring that personnel actions, such as compensation, transfers, dismissals, company-sponsored training and education will be administered without regard to age, race, color, religion, sex(gender), national origin, disability (if the person is otherwise qualified) or status as a veteran. It is the responsibility of each executive, manager, supervisor and employee to cooperate in this effort.

I have appointed the Human Resources Director as the Corporation’s director of Equal Opportunity Programs. In addition, the Human Resources Director will be our Corporate Direct of Affirmative Action programs for individuals with disability and for protected veterans. He/She will establish and monitor the implementation of personnel procedures to guide the Corporation’s Affirmative Action programs. This official is charged with designing and implementing review and reporting systems that will keep management informed on a yearly basis of the status of Equal Employment Opportunities.

Inquiries about the Corporation’s Affirmative Action policy and/or employee complaints should be directed to the Human Resources Director. BSN SPORTS, LLC, 1901 Diplomat Drive, Farmers Branch, TX 75234.

[Signature]
Terrence M. Babilla
BSN SPORTS, LLC
President, Chief Operating Officer and
General Counsel
August 21, 2013

To Whom It May Concern:

The following people have authority to sign bids for BSN Sports:

- Chris Bloomfield, Bid Director
- Craig Mostaffa, Bid Specialist
- John Stafford, Bid Specialist
- Sherry Iqbal, Bid Specialist

Sincerely,

[Signature]

Terrence M. Babilla, Chief Operating Officer
BSN Sports, Inc.
PRE-EMPLOYMENT CRIMINAL HISTORY CHECK AND DRUG TESTING

After an offer has been made to an applicant entering a designated job category, a mandatory criminal history check, drug test and/or medical examination will be performed by a background research professional service company and health professional referred by BSN Sports, Inc. The offer of employment and assignment to duties is contingent upon satisfactory completion of the test. The examination will be performed at the company’s expense in accordance with the policies explained in this Handbook and the applicable provisions of law.

CRIMINAL CONVICTIONS OR OFFENSES

The initiation of legal charges or a civil lawsuit against an employee may affect the licensure or bond ability of the employee and/or the Company, as well as the Company’s ability to service and maintain the trust of its customers and other members of the community, and to provide for the protection of the Company’s ability to safeguard its ability to properly service its clients. Consequently, to the extent permitted by law, employees shall be required to notify the Company if convicted or charged with the commission of a crime or offense. Employees also are required to notify the Company of any commencement of an investigation or disciplinary action relating to licensure or professional certifications.

Additionally, except as otherwise prohibited by applicable law, any employee who is convicted, pleads guilty to or is sentenced for the commission of any crimes or offenses is subject to discipline, up to and including separation of employment without prior warning if the Company determines that the act, crime or offense:

• Affects continued ability to perform duties for the Company
• Indicates unfitness for continued employment
• Involves theft or moral turpitude
• Tends to bring the Company or any of its products into disrepute, or would affect employee morals or morale if employment continued
• Indicates that the employee could present a danger to other employees or our customers; or
• Would tend to indicate that the employee could present a danger to our customers or other employees.

Except as otherwise prohibited by applicable law, the Company may discipline or separate an employee for engaging in off-duty conduct that the Company determines to be detrimental to the interests of the Company.
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.

Defintion 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.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8333 (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 treaty 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 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the instructions for the Requester of Form W-9 for more information.

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 become 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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(ii). Enter the owner’s name on line 1. If the name of the entity entered on line 1 should never be a disregarded entity, the name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. 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 line 1, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.
Line 2
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the “Limited Liability Company” box and enter “P” in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the “Limited Liability Company” box and in the space provided enter “C” for C corporation or “S” for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the “Limited Liability Company” box, instead check the first box in line 3 “Individual/sole proprietor or single-member LLC.”

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.
• Generally, individuals (including sole proprietors) are not exempt from backup withholding.
• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
• Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.
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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—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 13.

<table>
<thead>
<tr>
<th>IF the payment is for...</th>
<th>THEN the payment is exempt for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5²</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

²See Form 1099-MISC, Miscellaneous Income, and its instructions.

³However, the following payments made to a corporation and reportable on Form 1099-MISC, are not exempt from backup withholding and may be subject to withholding in the United States by the payor: payments of telling fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Complete this field for persons requesting this form if you are uncertain if the financial institution is subject to these requirements. A requestor may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.
A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(iii)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts for forward, futures, options, and swaps) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 651 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
M—A tax-exempt trust under section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6
Enter your city, state, and ZIP code.

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 this page), 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 SSA 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, apply for a TIN and 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 90 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 U.S. entity that has a foreign owner must use the appropriate Form W-9.
Part II. Certification
To establish 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 items 1, 4, or 5 below indicate otherwise.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1964
   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 made in
   settlement of payment card and third party network transactions, 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:

<table>
<thead>
<tr>
<th>1. Individual</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The individual</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The actual owner of the account or, if combined funds, the first</td>
</tr>
<tr>
<td></td>
<td>individual on the account</td>
</tr>
<tr>
<td>4. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The minor</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1096 Filing Method 1 (see Regulations section 1.671-4(b)(2)(A))</td>
<td>The grantor</td>
</tr>
<tr>
<td>For this type of account:</td>
<td>Give name and EIN of:</td>
</tr>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>8. A valid trust, estate, or pension trust</td>
<td>Legal entity</td>
</tr>
<tr>
<td>9. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>12. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>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</td>
<td>The public entity</td>
</tr>
<tr>
<td>14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(B))</td>
<td>The trust</td>
</tr>
</tbody>
</table>

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.
INSTRUCTIONS UNIQUE TO THIS INVITATION TO BID (ITB)

1. The sealed bid package submission deadline is July 17, 2017 at 2:00 P.M. Central Standard Time (CST). Bids not received by that time will be ineligible from further consideration. It shall not be sufficient to show that a bid was postmarked by or before the bid submission deadline.

2. Bidders are not required to provide a percentage discount for each line item provided. The provided line items are recommendations at the supplier’s discretion. Bidders have the option to type in additional conditions or edit existing conditions that may be more agreeable to their business structures. Bidders should note that more opportune proposals will allow for more opportunities campus-wide and a greater market share within Alabama A&M University.

3. If applicable, bidders should provide their latest hardcopy product catalog with their bid and/or the URL to their online catalog. Where available, URLs to online catalogs are preferred. If providing hardcopy catalogs, please provide at least 10 copies for distribution on campus.

4. Bidders must submit all provided documents with each bid response.

5. Please type Invitation to Bid responses directly into the PDF you have been provided. Handwritten responses are accepted but not preferred.

6. This bid is being advertised by Vendor Registry through Alabama A&M University.
BSN % OFF CLOTH/FOOTWEAR PRODUCT PRICING:

- 40% OFF List (Retail) Branded Stock Apparel: Nike & Under Armour

- 30% OFF List (Retail) Branded Stock Team Footwear & All other Branded stock Apparel
  Nike, Under Armour, Mizuno, New Balance, Badger, Alleson Athletic

- Custom Apparel is Preferred Pricing is dependent upon Order Deadline of given Brand. (Discount window of 10%-35% OFF List)
- 24 Hour Quick Shipping on over 30,000 products
- Orders are Invoiced Complete – One invoice per one P.O.
- Modified Custom apparel is priced according to the seasonal booking window
- Decoration charges will vary based on type and quantity
- NO FREIGHT COSTS on inside Delivery for Freight charges from Fed Ex.

Dallas Bid Department
bsnbid@bsnsports.com
800-527-7510
Fax # 800-365-7653
PERCENTAGE OFF BID FOR 2017 CATALOG ORDERS

This certificate entitles  *Alabama A & M University*  to:

10% off Catalog Price – Standard FOB Destination

*With exceptions*

*See Attached list of Exceptions*

*Prices Will Not Include Inside Delivery or Installation*

There will be no extra charge for Inside Delivery on UPS shipments.

Inside Delivery charges for all Truck Shipments will be 17% of the order amount.

Non-standard shipping and handling will require additional charges.

Percentage Off Bid Prices will be Honored from  *7-17-17* to  *7-17-18*  
(not to exceed a period of 12 months without prior approval).

**Regarding catalog expiration dates:**
Our Spring/Summer catalog expires July 31st of each year and our Fall/Winter catalog expires December 31st of each year. Our catalog pricing is valid only through the expiration date of each catalog. **Your current discount will remain unchanged** and any discounts will be taken from the most current catalog price.

**Your Bid Number is:**  *17-52022*

**Purchase Orders Must State:** “% Off Bid” and Your Bid Number.

**Percentage Off Bid Prices Will Not** be honored if these references are omitted.

If you add freight to your purchase order, you will be billed for freight. **Freight charges cannot and will not be reversed once processed.**

In order to have your special pricing activated this form must be signed and returned to the Bid Department prior to your first purchase order.

**X:**

(Authorized Purchasing Director or Buyer)

*Please include a list of all organizations and facilities with authorized purchasers that are expected or entitled to order from this agreement. Only the persons listed, ordering with the proper Bid number, during the specified time frame will be eligible for the discount.*
<table>
<thead>
<tr>
<th>PAGE</th>
<th>ITEM</th>
<th>DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>All First Class Bleachers</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>25</td>
<td>All Poly-Cap Fence Guard &amp; Fence Crown Protective Fence Guard</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>28</td>
<td>All Pro 30 &amp; Pro 40 In-Ground &amp; Surface Mount Foul Poles</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>36</td>
<td>All Action 35, Action Plus 35, Elite 45 &amp; Elite Plus 45 DiamondTurf</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>37</td>
<td>DiamondTurf Halo Mat, 10' Halo Kit with wings – 1347104</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>39</td>
<td>All Diamond Pro Products – Entire Page</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>44</td>
<td>Rain Bird Sprinklers &amp; Accessories – 1376454 / 1376456 / 1376461</td>
<td>As Listed</td>
</tr>
<tr>
<td>49</td>
<td>SoftTouch Progressive Release Base – BBBASBRE</td>
<td>As Listed</td>
</tr>
<tr>
<td>53</td>
<td>All TruePitch &amp; Accupitch Portable Game Mounds – Entire Page</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>54</td>
<td>Jugs Cordless Radar Gun – 1235982, Ball Coach – 1385511, &amp; Pocket Radar - 1323511</td>
<td>As Listed</td>
</tr>
<tr>
<td>55</td>
<td>Deluxe Iron Mike Pitching Machine – 1273939 &amp; Ultimate Pitching Machine – 20016011</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>56</td>
<td>All ATEC &amp; Jugs Pitching Machines &amp; Products &amp; Accessories – Entire Pages</td>
<td>As Listed</td>
</tr>
<tr>
<td>59</td>
<td>All Hack Attack &amp; Triple Play Pitching Machines &amp; Feeders</td>
<td>As Listed</td>
</tr>
<tr>
<td>71</td>
<td>Tanner Tee – K11059 &amp; G Tee Low Ball Attachment – 1375577</td>
<td>As Listed</td>
</tr>
<tr>
<td>79</td>
<td>Oakley Sunglasses – Entire Page</td>
<td>As Listed</td>
</tr>
<tr>
<td>87</td>
<td>Schutt Striker II Hitting Trainer – STRIKER2</td>
<td>As Listed</td>
</tr>
<tr>
<td>89</td>
<td>Bow Net Soft Toss Screen &amp; Big Mouth BMX Screen – 1347203 &amp; 1397413</td>
<td>As Listed</td>
</tr>
<tr>
<td>108</td>
<td>All Bison T-Rex Adjustable/Portable Systems – 895444XX &amp; 20026189</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>119</td>
<td>All Digital Scorer’s Tables</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>137</td>
<td>All Jugs &amp; Snap Attack Football Passing Machines</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>143</td>
<td>All 20’ &amp; 30’ Alumagoal HS Gooseneck Goalposts – 1240450/1240467/1309249/1309256</td>
<td>Call for Pricing</td>
</tr>
<tr>
<td>145</td>
<td>All Razor Shoulder Pads &amp; Back Plates &amp; All Gear Pro-Tec Shoulder Pads</td>
<td>As Listed</td>
</tr>
<tr>
<td>156</td>
<td>Schutt Varsity Stock Football Helmets – Vengeance DCT 1378560 &amp; Air XP Pro – 1378570</td>
<td>As Listed</td>
</tr>
<tr>
<td>158</td>
<td>Schutt Youth – Recruit Hybrid Football Helmet – 1388020</td>
<td>As Listed</td>
</tr>
<tr>
<td>159</td>
<td>Schutt Youth – Vengeance A3 Football Helmet – 1395147</td>
<td>As Listed</td>
</tr>
<tr>
<td>161</td>
<td>All Hawkeye, Raven, &amp; Sidewinder End Zone Camera Systems</td>
<td>As Listed</td>
</tr>
<tr>
<td>175</td>
<td>Lacrosse Practice Balls – 1725UPB</td>
<td>As Listed</td>
</tr>
<tr>
<td>178</td>
<td>Nike Vapor Gloves &amp; Nike Vapor 2.0 Protective Equipment</td>
<td>As Listed</td>
</tr>
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<td>181</td>
<td>STX Dual SC Handle – 1390993 &amp; STX Hammer SC Handle – 1390994</td>
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<td>STX Exult 500 Complete Stick – 1391013</td>
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<td>STX Contour Shin Guards – 1391010</td>
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<td>259</td>
<td>All EZ Flex Wrestling Mats – Entire Page</td>
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<td>329</td>
<td>All Kersplash Climbing Packages</td>
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<td>361</td>
<td>NBA-Style Digital Indoor Video Display – 1390145</td>
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