

**JSU Bid # 25-08-04-0026**

**Issue Date: 7/22/2025**

**Description:** Production for Spirit on Mountain Street

**Return Original Bid To: Jacksonville State University**

**700 Pelham Road North**

**Room 324 Angle Hall**

**Jacksonville, AL 36265**

**Bids must be received by 3:00 PM CST on Monday, August 04, 2025.**

Questions regarding the bid process should be submitted in writing to Shasta Platt at purchasing@jsu.edu.

1. Pursuant to the provisions of the State of Alabama Competitive Bid law, Jacksonville State University will receive sealed bids for the procurement of equipment, materials, or services described/specified on the attached documents. Jacksonville State University is **exempt** from Federal Excise and State Sales Tax.
2. **Bids should be sealed and have the bid number and opening date clearly marked on the outside of the bid package.** When required, contractors must be licensed under provisions of Title 34, Chapter 8 Code of Alabama. Per Section 34-8-8 (b) All owners receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner shall reject all bids that do not contain the current license number of the general contractor submitting the bid. Bids should be typed or printed legibly in ink. Bids must be signed in ink.
3. **Sealed bids must be received in the Office of Procurement by the date and time listed above. Bid packets should be hand delivered or sent by FedEx or UPS. Bids cannot be faxed or emailed. Bids received after the time listed above will not be accepted for any reason.**
4. **All bid prices must include shipping charges** (FOB Jacksonville State University) unless bid is for services only.
5. References to name brands are for design, quality, and identification purposes only and are not intended to exclude vendors or restrict bidding. If a substitution is offered, please indicate any differences.
6. 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 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 State of Alabama Act No. 2006-557 and acknowledges that the awarding authority may declare the contract void if the certification is false. Vendor should submit documentation of registration with the Federal E Verify system with bid response. Vendor should also submit the original State of Alabama Vendor Disclosure Statement with bid response. A bid cannot be awarded without these documents.**
7. Bidder certifies by submitting a response to this bid request that neither the company nor any of its employees who will provide or perform services under this contract have been debarred, suspended or otherwise declared ineligible from receiving Federal contracts and subcontracts.
8. Jacksonville State University reserves the right to waive any technicalities, if and as allowed by law.

Jacksonville State University reserves the right to accept or reject all bids or any portion thereof and unless specified by the bidder, to accept any or all items in the bid. In the event the University elects to award on an "all or "none Basis", this will be stated in the bid specifications.

By signing this contract, the contracting parties **affirm**, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Company Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Email Address \_\_\_\_\_

Signature of Company Official \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Official \_\_\_\_\_



## Invitation to Bid

Jacksonville State University's Student Government Association is hosting the Spirit on Mountain Street Event. The university is seeking high quality production services which includes staging, audio, and lighting for the show date and location listed herein for the term of (1) event. This event is part of the Welcome Week Carnival and a partnership with the local city. Previous artists have included Michael Ray, Ryan Hurd, Parmalee, Niko Moon, Waka Flaka Flame, various student performers, and community entertainers. Specifications for the items needed are listed below.

*Any manufacturer names, brand names or catalog numbers used in the specifications of this bid are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included to advise the potential proposer of the requirements for the Artist(s), Client. Any offer which proposes things like quality, design, or performance will be considered.*

### SCOPE OF WORK

Seeking proposals for non-exclusive providers of high-quality staging, audio, and lighting for the show date and location listed.

The winning contractor(s) will also be required to:

- Engage in an advance call with the appropriate personnel from each of the confirmed artist(s) upon acceptance of the quote.
- Engage in calls and emails associated with the event including but not limited to Jacksonville State University and the artist(s).
- Provide a Certificate of Insurance naming Jacksonville State University, and any other entities as required by the client as additional insured on the existing policy maintaining specific limits per Insurance Addendum Attachment.
- Indemnification by the Contractor to Jacksonville State University is required.
- Completion of the State of Alabama Vendor Disclosure Statement. (attached)
- Signature of the Jacksonville State University Additional Terms Contract Addendum. (attached)
- Upon request, provide the safety documentation for all equipment you plan on using at the event.

**Behavior:** All personnel from the awarded vendor will need to always maintain a high level of professionalism and have several years of experience in their respective fields. Failure to uphold a high level of professionalism on site and/or during the planning process may result in dismissal from the process and from all future bidding opportunities. Notwithstanding the foregoing, the selected Contractor will be required to take direction from the middling agency on behalf of and at the request of the Client.

## **SPECIFICATIONS:**

Below is the information about the upcoming event to which we are soliciting bids. **IMPORTANT:** Bid on this package as specified herein to ensure the comparison of bids can be as close as possible. All bids are required to be individually itemized, inclusive of specific equipment name and cost. Proposals that do not have itemization will not be reviewed and deemed incomplete.

**The bid should provide itemized pricing for each exhibit (A-G) and total pricing of all exhibits.**

**Show Date:** Thursday, August 21, 2025

**Client:** Jacksonville State University

**Location:** Jacksonville State University  
Mountain Street Parking Lot  
Jacksonville, AL 36265

**Rain site:** Rain or Shine

**Production Schedule:** (\*All times are subject to change)

**Wednesday, August 20, 2025 – Time TBD** – Stage arrival, placement, blow through, and bike rack setup. Audio and Lighting load in to be show-ready prior to artist loading in.

**Thursday, August 21, 2025 – 8:00AM – 12:00PM** - Production Finalization, Show, and Load out

Anticipate two artists with co-headliner billing.

### **Basic DOS schedule outline**

Artist Load in and Setup 8:00 AM – 6:00 PM

Doors/Gates Open 6:00PM

Performances start at 7:00 PM

Curfew 10:00 PM

Load Out starts 10:00 PM

**Estimated Attendance:** up to 5,000

### **Artist(s):**

- **Kitty Stone Singers (TBD)** A basic elementary school choir of approximately 20 students.
- **Local Support (TBD)**
- **49 Winchester (Co-Headliner)**
- **TBD (Co-Headliner)**

### **PROVIDED BY CLIENT TO CONTRACTOR:**

- **Meals:** Lunch & Dinner will be provided on the day of the show. Any other meals will be the responsibility of the contractor at no cost to the client.
- **Hotel:** Provided for Contractors based 50+ miles from venue. Hotel rooms will be provided for the duration of your stay pending the overall production schedule. Hotel rooms are only offered to Contractors that are NOT considered local. The cost of the hotel should be included in the total price listed in the quote. The purchaser cannot provide lodging separately.
- **Forklift:** None provided
- **Labor:** A very limited number of student / volunteer workforce can be provided. The contractor should be prepared to provide all the necessary essential personnel.
- **Credentials:** Selected contractors' entire team will be required to wear credentials at the specific times as indicated in advance. Only those technicians with legitimate working purposes during the

show are provided with credentials. Any crew that is needed following the show that doesn't have a legitimate working purpose during the show will not be allowed in until after the conclusion of the show.

#### **EVENT AND VENUE NOTES:**

- No Staking into the ground. Ballasts are required.
- Sound curfew – 10:00PM – City sound ordinance.

#### **PROPOSAL REQUIREMENTS:**

- **A1. Stage**
  - **A1. Stageline 260 or similar:** 32' (W) x 24'\* (D) x 4' (H).  
*\*Other mobile stage units may be considered, but full technical specs will need to be submitted with the Contractor's bid.*
    - 12' (W) x 16' (L) SL and SR wings with tents (w/ sidewalls).
      - *\*Additional stage decks beyond standard stage decks are not required to be the same manufacturer as the stage system. The contractor will be required to safely assemble these wings while making sure that the additional decking is flush with the stage system with no gaps.*
    - Handrails and safety guards are a requirement around the entire backstage and all along the wings.
    - Minimum of One (1) 16' (L) x 36" (W) Ramps or similar size
    - Minimum of Two (2) sets of stairs
    - Stage shall have black skirting on the downstage edge
    - Stage must have wind walls installed
    - Each vertical touch point of the stage to the ground (including wings) will need to have a small plywood "shoe" provided by the Contractor to protect the ground.
    - Contractor will be responsible to factor in both weights of Contractor and Artist into rigging plot of mobile stage. The final rigging plot will be required to be submitted to the stage manufacturer for approval prior to arrival at the site.
- **A.2. FOH:**
  - ~100' off the downstage edge
  - Canopy with sidewalls to protect against sun and inclement weather. Must be sufficient size to accommodate all vendor and Artist provided gear/consoles inside.
    - Note: Pending weather, Contractor will need to remove FOH tent due to sightlines
    - Canopy ballasting is a requirement as staking into the field/lot is not an option.
- **A.3 BARRICADES:**
  - 48' Blowthrough/Mojo/Crash barricade with a cable pass through panel in the center. 4' – 6' off the down stage edge. Leaving a space in the middle as a cable pass through to cover using bike rack is NOT acceptable.
  - ~800'\* (~100 pieces of 8'ea) bike rack to enclose stage area, create aisle from FOH to stage, accommodate bus parking, FOH footprint (16'x24'), + Misc. needs around the venue.
- **A.4 RISERS:**
  - One (1) 8' (W) x 8' (D) x 12" (H) sturdy skirted rolling riser with locking wheels (49 Winchester)
  - One (1) 8' (W) x 8' (D) x 12" (H) sturdy skirted rolling riser with locking wheels (TBD Co-Headliner)
- **B. LIGHTING**
  - Lighting Console – should be "state of the art" quality and in good working order
  - All necessary patching and cabling
  - All necessary AC power at stage and FOH position
  - All necessary Data Snake

- **All Lighting should come on PRE-Rigged Truss** – to cut down on load in/out time.
- One (1) downstage truss with adequate stage wash and Ten (10) movers – Four (4) LED Moving Head Spot Fixtures and Six (6) moving washes and Four (4) audience blinders
- One (1) upstage truss with Eight to Ten (8-10) movers – Five (5) LED moving head profile/spot fixtures and Five (5) LED moving head wash fixtures
- Four (4) Fixtures to be used as a floor lighting package.
- Two (2) Hazers w/ Blower Style Fans for use during performance.
- Adequate Pipe, Rope, Sheave or motor + truss for artist provided backdrops per rider specs.
- **C.1 PROFESSIONAL AUDIO:**
  - Acceptable Sound Systems: *These are preferences – will review similar quoted systems*
    - L'Acoustics K1/K2
    - JBL A12, A8
    - Clair Cohesion Series
    - d&b Audiotechnik J series, V series,
    - **PROPRIETARY BOXES ARE NOT ACCEPTABLE.**
    - w/ appropriate side fills, out fills, and front fills from the same brand as Main PA
  - Sufficient Subwoofers must be available to allow for linear performance of the entire sound system (~ 1 subwoofer for every 2 tops).
  - System should include appropriate amplification, system processing / X-overs, cables, and all necessary rigging hardware.
  - All stands, mics, cables, DIs, snakes, distros, etc. must be included with the equipment as required for operation and artist specifications for all acts.
  - Stage signal split and cabling to FOH (stage racks or ram snake)
  - Mics to support Kittystone Singers choir
- **C.2 AUDIO CONSOLES:**
  - FOH Console: One digital 32ch console (System config and support console)
  - MON Console: One digital 32ch console (System config and support console)
  - Vendor must provide Four (4) guest cat5 lines from Monitor World to the FOH position and XLR for talkback comms. Additionally, provide Four (4) drive lines from FOH Console (L, R, Sub, Fill).
  - Table or console stand at FOH for artist supplied console.
- **C.3 MONITORS**
  - Five (5) channels of stage monitors and five (5) monitor cabinets for Support Artists.
  - One (1) drum sub with amp (similar to brand of provided PA)
  - Must be complete and separate from house PA system
  - All appropriate amplification, processing, cabling for speakers, and applicable system patching
- **D. POWER:**
  - Vendor Must supply adequate generators to provide:
    - Sufficient generator power for contractor and artist supplied equipment including a backup generator. If generator size needs to adjust during advance, actual billing will take place, but please quote for the following:
      - One (1) three-phase, 200 Amp per leg, 120/208 volt disconnect, with appropriate neutral and earth ground. This will be used to provide power to the contractor provided lighting system. Anticipated feeder length of 100ft required.
      - One (1) three-phase, 200 Amp, 120/208 volt disconnect, with appropriate neutral and earth ground. This source shall be on a different transformer from the lighting power source, or at least

interaction between lighting dimmers and sound equipment. Anticipated feeder length of 100ft required.

- One (1) Backup three-phase, 200 Amp, 120/208 volt disconnect
- Artist Power Requirements (in addition to vendor requirements) to be sourced from generators to include stage power and mix position power.
- Distros to run all audio, lighting, AND stage power for all acts
- 160' Cable Ramps for FOH to Downstage edge + Generator to stage + Misc needs
- **E. MISCELLANEOUS – Main stage:**
  - Motors, chains, hoists, and trussing needed to hang all the gear safely.
  - Mics, stands, cables, snakes, etc. pursuant to All Artist Riders
    - Stands and extra XLRs per 49 Winchester rider.
  - At least one (1) Shure SMB58 Wireless Mic System (or equivalent) specific for announcements.
  - Intercom/ClearCom communications systems or shout box for Audio and Lighting.
  - Contractor required to supply own walkie/radio system.
  - **For the purposes of inclement weather, please make sure to include the appropriate number of tarps, Visqueen, etc. to include enough for both your gear and the backline gear of each band (irrespective of who provides backline).**
  - Playback of contractor provided downloaded house/changeover music suitable for the venue/event.
- **F. STAFFING**
  - Labor – All necessary loaders and stagehands and stewards from load-in through complete load-out for all vendor provided equipment and Artist required hands
  - Professional Staff/Technicians - Minimum
    - One (1) Production Manager
    - One (1) FOH Engineer/Audio Technician
    - One (1) Monitor Audio Technician
    - One (1) Lighting Technician/Designer
- **G. OTHER**
  - Travel – if applicable
  - Hotel – Contractor responsibility
  - Meals – Contractor responsibility (except DOS)

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**\*IMPORTANT:** Each bidder is responsible for understanding the load capacities of ALL the gear being provided in addition to what the artist(s) are bringing for the show to ensure safe operation of the stage roof.

**Requirement for selected contractor:**

- City of Jacksonville protocol stipulates that there must be one (1) fire extinguisher next to every ignition point with the equipment brought on to the field and (1) fire extinguisher on both stage left and stage right of stage. **Vendors must provide these items.**
- **For the purposes of inclement weather, it is a requirement of vendor to include the appropriate number of tarps, Visqueen, etc. to include enough for both your gear and the backline gear of the bands.**

**DOCUMENTS NEEDED IN ORDER TO BE CONSIDERED:**

- Itemized proposal including prices.
- Rigging plot inclusive of weights based on the stage included in your proposal along with the technical drawings for the proposed stage.

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Contractor to review all attachments to familiarize with Artist(s) requests.

**ATTACHMENTS ACCOMPANYING THIS RFQ**

- Attachment A – 49 Winchester Rider
  - Attachment B – State of Alabama Disclosure Statement
  - Attachment C – Jacksonville State University Additional Terms Contract Addendum
  - Attachment D – Purchaser Insurance Requirements
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1. Unless specifically stated to the contrary, any manufacturer names, brand names or catalog numbers used in the specifications of this RFQ are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included to advise the potential proposer of the requirements for the Artist(s), Client. Any offer which proposes things like quality, design, or performance will be considered.
2. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
3. Bidders are to create a quote based on the information provided herein in addition to any artist rider that may have been provided at the time of request ONLY. To alleviate confusion with the contracted artist(s), NO advance conversations are allowed with contracted artist(s) prior to submission of the bid.
4. Failure to follow through and/or complete any of the required areas may result in your bid being dismissed from the process and from all future bidding opportunities.

**CONSIDERATION OF BIDS:** Bid's will be evaluated based on the following criteria to determine the award recipient:

1. Bid/contract price.
2. Reputation of the vendor and their services.
3. Quality of the vendor's services.
4. Extent to which the services meet the University's needs.
5. Delivery based upon the university's needs.
6. Vendor's past relationship with the University.
7. Total long-term cost to the University for retaining the vendor's services.
8. Any other relevant factors provided in response to this request.

**TERMS:**

The awarded vendor must agree to accept a purchase order as a contract for the service or equipment purchase. JSU does not agree to pre-pay or pay a deposit on equipment orders. The vendor should invoice JSU upon equipment delivery and completion of other services.

The bid submission should include the following documents, as a bid award cannot be made without them:

1. State of Alabama Disclosure Statement.
2. E-Verify Memorandum of Understanding.
3. W9 form.

**Bid Submission Instructions**

**One (1) original and one (1) copy of all documents must be submitted. Sealed bid packets must be received by 3:00 PM CST on Monday, August 4, 2025. The bid number, opening date and time must be listed on the outer envelope.** It is the responsibility of the respondent to ensure that the bid packet arrives in the Procurement and Fixed Assets office on time. To ensure timely receipt, the bid packet should be hand delivered or sent by commercial carrier to:

Jacksonville State University  
Attn: Shasta Platt  
Procurement and Fixed Assets  
700 Pelham Rd N  
324 Angle Hall  
Jacksonville, AL 36265

**Documentation to be submitted with bid response:**

1. Original notarized State of Alabama Disclosure Statement
2. Memorandum of Understanding as documentation of vendor registration with the Federal E-Verify system (contact your company's Human Resources Department or visit <https://www.e-verify.gov> to register)
3. W-9 form from IRS
4. Certificate(s) of Insurance
5. Beason-Hammon Act Certificate of Compliance Ala. Code 31-13-1
6. Certificate of Compliance Ala. Code 41-16-5 (Boycott)
7. Certificate of Compliance Ala. Code 41-169-160 (Economic Boycott)

**The above documents must be received prior to bid award. Vendor must agree to accept a purchase order as contract for this bid. Vendor will invoice JSU upon delivery.**



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### **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 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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

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

☐

Yes

☐

No

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

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

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

☐

Yes

☐

No

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

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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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.)

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

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

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

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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Form <b>W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b> Business name/disregarded entity name, if different from above.		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code		
	<b>7</b> List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																						
<b>Social security number</b> <table><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> <b>or</b> <b>Employer identification number</b> <table><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>				-			-								-							
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<b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																						

<b>Part II Certification</b>
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
<b>Sign Here</b> <b>Signature of U.S. person</b> <b>Date</b>

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN  
PROTECTION ACT  
(Ala. Code § 31-13-1)**

**RE: Contract/Grant/Incentive (describe by number or subject):** \_\_\_\_\_  
**by and between** \_\_\_\_\_ **(“Contracting Party”) and**  
**Jacksonville State University.**

The undersigned hereby certifies to Jacksonville State University as follows:

The undersigned holds the position of \_\_\_\_\_ with the Contracting Party named above and is authorized to provide representations set out in this Certificate as the official and binding act of that entity and has knowledge of the provisions of Ala. Code § 31-13-1, known as The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (“Act”).

The Contracting Party is a business entity or employer as those terms are defined in Ala. Code §31-13-3(2) and (5).

The Contracting Party certifies that it has not knowingly employed an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

The Contracting Party certifies that it is enrolled in E-Verify and will continue to be enrolled in E-Verify for the duration of the contract/agreement.

\_\_\_\_\_  
Contracting Party Name (Printed)

\_\_\_\_\_  
E-Verify User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent of Contracting Party (Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contracting Party

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent of Contracting Party

## CERTIFICATE OF COMPLIANCE WITH ALA. CODE 41-16-160

**RE: Contract \_\_\_\_\_ (describe by number or subject), by and between Jacksonville State University and \_\_\_\_\_ ("Contracting Party")**

The undersigned hereby certifies and agrees as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contracting Party named above, is authorized to provide the verification as the official and binding act of that entity and has knowledge of Ala. Code § 41-16-160.
2. The Contracting Party is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contracting Party, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contracting Party does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
  - a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
  - b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
  - c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
  - d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
  - e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Verified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Contracting Party's Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Contracting Party's  
Authorized Representative

**CERTIFICATE OF COMPLIANCE WITH ALA. CODE 41-16-5**

**RE: Contract \_\_\_\_\_ (describe by number or subject), by and between Jacksonville State University and \_\_\_\_\_ (“Contracting Party”)**

The undersigned hereby certifies and agrees as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contracting Party named above, is authorized to provide the verification as the official and binding act of that entity and has knowledge of Ala. Code § 41-16-5.
2. The Contracting Party is a corporation, partnership, limited liability company, organization or other legal entity conducting or operating any trade or business in Alabama OR is a corporation, organization, or other legal entity operating in Alabama that is exempt from taxation under Section 501(c)(3) or (4) of the Internal Revenue Code.
3. The Contracting Party represents that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. Boycott is defined as “to blacklist, divest from, or otherwise refuse to deal with a person or business entity when the action is based on race, color, religion, gender, or national origin of the targeted person or entity or is based on the fact that the boycotted person or entity is doing business in a jurisdiction with which this state can enjoy open trade and with which the targeted person or entity is doing business.”

Verified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Contractor’s Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Contractor’s Authorized Representative



## JACKSONVILLE STATE UNIVERSITY INSURANCE ADDENDUM

### LIABILITY INSURANCE SCHEDULE

The PRODUCER/ARTIST/COMPANY shall maintain, during the term of the contract and any option period, the types of insurance and coverage listed below. All liability insurance coverage will name **Jacksonville State University and their respective officers, agents, third party contractors, volunteers and employees** as an additional insured for claims, demands, suits, judgments, costs, charges, and expenses arising out of or in connection with any loss, damage, or injury resulting from the negligence or other fault of the PRODUCER/ARTIST/COMPANY, PRODUCER/ARTIST/COMPANY's agents, representatives, or employees.

#### TYPE OF INSURANCE

#### MINIMUM AMOUNTS

(i) General Liability (Comprehensive) Property occurrence	\$1,000,000 / Occurrence Bodily Injury and \$2,000,000 / Aggregate Damage per
(ii) Automobile Liability (Comprehensive) Bodily Injury per person Bodily Injury per occurrence Property Damage per accident	 \$ 1,000,000 \$ 500,000 \$ 50,000
(iii) Workman's Compensation and all disease.	As required by State Law occupational

b. Please list the following as additional insured on the aforementioned policy:

- I. Jacksonville State University and their respective officers, agents, third party contractors, volunteers and employees

c. Waiver of Subrogation Required: YES

d. Prior to the commencement of work hereunder and **not more than five (5) days** after contract has been executed, the PRODUCER/ARTIST/COMPANY shall furnish to the PURCHASER a certificate or written statement of the above required insurance.

Insurance "Certificate Holder" shall be made out to the following:

Jacksonville State University Office of  
General Counsel 700 Pelham Rd.  
N. Jacksonville, AL 36265

e. Should the PRODUCER/ARTIST/COMPANY's business reside outside of the United States, insurance coverage shall be maintained in the above referenced categories in equivalent coverage amounts.

**ADDITIONAL TERMS TO CONTRACT OR AGREEMENT BETWEEN  
JACKSONVILLE STATE UNIVERSITY ("JSU") AND**

**("CONTRACTOR / VENDOR")**

**USE AND LEGAL EFFECT OF THIS DOCUMENT:** This writing is intended to amend and be fully incorporated into and made a part of the contract, agreement or purchase order between the parties referenced above. To the extent it conflicts with any term, condition or provision of the referenced contract, agreement or purchase order, the provisions hereof shall govern.

**ALABAMA LAW, JURISDICTION AND VENUE:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice of laws or conflict of laws provisions, rulings or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama. Parties to this agreement understand, acknowledge, and agree that the sole and exclusive remedy for any claim against JSU arising from or related to this agreement may need be to filed with the Board of Adjustment of the State of Alabama. For disputes outside the jurisdiction of the State Board of Adjustment, the parties expressly agree that exclusive jurisdiction and venue for any dispute arising hereunder shall reside in the state courts of Calhoun County, Alabama or the United States District Court of the Northern District of Alabama, as appropriate.

**INDEMNITY/HOLD HARMLESS:** JSU is a state instrumentality. As such, it, its Trustees, officers, agents, and employees, are afforded substantial legal immunity. Any contractual hold harmless or indemnity provisions contained in the agreement to which this document is annexed or made a part of shall apply, if at all, only to the extent and in the manner provided by Alabama law, and nothing herein shall be considered a waiver, in whole or in part, of any immunity or limitation of damages that may be provided by Alabama law.

**ALTERNATIVE DISPUTE RESOLUTION:** JSU does not agree to arbitration but may consider a post-dispute agreement to do so. Should a dispute arise related to the parties' relationship, entitlements or obligations that cannot be resolved by negotiation, JSU will consider, but is not required to consider or submit to, appropriate forms of non-binding alternative dispute resolution (ADR). By agreeing to submit to any ADR process, JSU shall not waive any immunities or limitation of damages that it, its Trustees, officials, administration, faculty, staff, employees of students, may have under law.

**PROHIBITION OF CREATION OF STATE DEBT:** Any debt or obligation created pursuant to the terms hereof shall be solely the debt of JSU and not a debt of the State of Alabama.

**VOID AGREEMENTS:** Should any terms of this agreement be found to contravene any statute or interpretation of statutory law, or any provision of common law, or any constitutional provision, such conflicting language shall be deemed null, void and inoperative.

**PRORATION:** JSU acknowledges that under the terms of the subject agreement it may be obligated to pay such sums of money as may be lawfully due from funds appropriated or budgeted for that purpose during any applicable fiscal year. In the event sufficient funds are not appropriated or budgeted, or once appropriated or budgeted are not otherwise available, or in the event of general proration of funding, this agreement may be terminated without penalty by JSU upon written notice to Contractor / Vendor. In such event, payment will be made only to the extent the goods have been delivered or services performed and funding received.

**NON-DISCRIMINATION:** Contractor / Vendor agrees that in its relationship with JSU, it will not engage in any form of unlawful discriminatory conduct against any person or group based upon race, color, nationality, ethnicity, creed, gender (to include without limitation gender orientation, gender identity or gender expression), age, disability or veteran or military status. To the extent it may be applicable pursuant to the requirements of Act 2016-312 of the Alabama Legislature, Contractor / Vendor certifies that it is not currently engaged in and agrees it will not engage in the boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama enjoys or can enjoy open trade by treaty or agreement.

**CONFIDENTIALITY:** To the extent applicable, Contractor / Vendor agrees to fully comply with all provisions of state and federal law regarding the privacy, protection, sharing and dissemination of student educational information and records as well as any medical records generated, received or maintained by Contractor / Vendor. This provision shall survive and remain in effect so long as any such records are maintained by or in possession of Contractor / Vendor.

**PARTIES INDEPENDENT:** The relationship of the JSU and Contractor / Vendor established by this Agreement is that of independent contractors. Nothing herein or otherwise shall be construed to create any agency or employment relationship between Contractor / Vendor or any of its employees and Contractor / Vendor or any of its employees. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

**ENTIRE AGREEMENT:** With respect to these additional terms, this writing constitutes the sole and entire agreement of the parties with respect to the subject matters contained herein, and, as such, supersedes all prior or contemporaneous statements, understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.

**COUNTERPARTS:** This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.

**JACKSONVILLE STATE UNIVERSITY**

**VENDOR/CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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