



THE HIGHLAND GROUP

Construction • Property Management • Real Estate

VENDOR PRE-QUALIFICATION

THANK YOU FOR YOUR INTEREST IN WORKING WITH OUR ORGANIZATION, WE ARE ALWAYS LOOKING TO ESTABLISH NEW RELATIONSHIPS. PLEASE COMPLETE AND PROVIDE THE INFORMATION REQUESTED IN THIS QUALIFICATION PACKAGE. ONCE YOU HAVE COMPLETED THESE DOCUMENTS, RETURN THEM TO OUR OFFICE.

ALL OF THE FOLLOWING INFORMATION MUST BE PROVIDED AND/OR COMPLETED:

1. COMPANY QUALIFICATION STATEMENT

2. W-9

3. PROOF OF GENERAL LIABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE NAMING HIGHLAND WAKE CONSTRUCTION, LLC AS CERTIFICATE HOLDER ON THE POLICY. IT SHOULD APPEAR AS FOLLOWS:

HIGHLAND WAKE CONSTRUCTION, LLC.
P.O. BOX 1709
ORANGE BEACH, AL 36561

4. HIGHLAND WAKE CONSTRUCTION - MEMORANDUM OF UNDERSTANDING - PLEASE READ, PROVIDE A COPY OF THE 'CODE OF CONDUCT' TO YOUR EMPLOYEES, AND SIGN THE DOCUMENT.

5. COPY OF LICENSE AND/OR CERTIFICATIONS FOR ALL WORK YOU WANT TO PERFORM

6. ACCOUNTING DEPARTMENT - ACCOUNTS PAYABLE DOCUMENTS

ONCE THE INFORMATION IS COMPLETE IN FULL YOU MAY EMAIL IT TO INFO@HIGHLANDGROUP.ORG OR MAIL IT TO P.O. BOX 1709 ORANGE BEACH, AL 36561.

IF YOU HAVE ANY QUESTIONS REGARDING THE COMPLETION OF THE PRE-QUALIFICATION PACKAGE, YOU MAY EMAIL US AT INFO@HIGHLANDGROUP.ORG OR CALL 251-968-9253

AFTER RECEIVING YOUR COMPLETE QUALIFICATION PACKAGE, WE WILL NOTIFY YOU IF YOUR ORGANIZATION HAS BEEN APPROVED. ONCE APPROVED, WE WILL AUTOMATICALLY ADD YOU TO OUR SUBCONTRACTOR/VENDOR BID LIST ENABLING YOU TO IMMEDIATELY BEGIN RECEIVING REQUESTS FOR PROPOSALS (RFP). PLEASE NOTE: WHILE YOU MAY STILL PROVIDE PROPOSALS/ BIDS FOR WORK; THIS VENDOR PACKAGE AND APPROVAL MUST BE COMPLETED PRIOR TO EXECUTION OF A CONTRACT WITH OUR FIRM, COMPLETION OF ANY WORK, OR SUPPLYING ANY MATERIALS.

THE HIGHLAND GROUP, LLC.

COMPANY QUALIFICATION STATEMENT

The submitting party certifies that the information provided herein is true and complete.

Company Name:	
Company Webpage:	
Main Office Street Address:	
City, State, Zip Code:	
Post Office Address:	
City, State, Zip Code:	
Phone Number:	
Fax Number:	
Primary Contact Name:	
Title:	
Phone Number:	
Fax Number:	
Cell Phone Number:	
Email Address:	
Secondary Contact Name:	
Title:	
Phone Number:	
Fax Number:	
Cell Phone Number:	
Email Address:	

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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
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 or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

HIGHLAND WAKE CONSTRUCTION, LLC
MEMORANDUM OF UNDERSTANDING

Highland Wake Construction, LLC (“Highland Wake”) strives daily to maintain high standards of workmanship, safety and professionalism, and exceed client expectations on its construction projects. We realize that a subcontractor is a reflection of the contractor, and therefore our culture and expectations must be clearly communicated before a contract is signed. In doing so, we hope to build strong relationships with subcontractors who share our values, and to foster relationships of trust, to our mutual benefit. In order to continue to provide a high level of service and quality, and to enhance the opportunity to build a lasting relationship with its subcontractors, Highland Wake sets forth the following expectations of its subcontractors. These are in addition to all terms and conditions set forth in the contract between Highland Wake and subcontractor, and are not intended to replace or limit any requirements by contract, law or standard industry practice. In the event of any conflict between this Memorandum of Understanding and the contract between subcontractor and Highland Wake, the contract shall govern. Subcontractor should ensure that its bid allows for any expense necessary to comply with these guidelines.

1. **QUALITY OF WORK/PERFORMING AS SCHEDULED:** Highland Wake takes pride in timely performance of its contracts with owners. Therefore, subcontractor is expected to meet its contractual obligations in a timely fashion, and ensure that the quality of its work meets or exceeds industry standards. **Subcontractors must perform their work on schedule and within budget.** Even small delays can cause an entire project to be off schedule. Study plans, specifications and product selections carefully before the job starts. If something is unclear, contact our office for an answer. Keep a set of plans, specifications and product selections on the job site at all times. We are committed to providing the notice you need to plan your work effectively. If a job status is uncertain to you or you have questions about it, call our office.

Clear Communication will be a skill you need to continue our working relationship. We promise prompt return calls and require the same from you; no exceptions. Also, if you tell us you will be on a job site on a certain date or time, we expect that to happen. If you find the situation has changed on your end, we need to know as soon as you do. This is critical in shifting our schedule.

2. **INVOICING AND PAYMENT SCHEDULE:** Payments to subcontractor are governed by the terms and conditions of the Subcontract between Highland Wake and subcontractor. Any modifications to the Subcontract regarding invoicing and payment must be in writing and signed by both Highland Wake and subcontractor. Prior to start-up, all quotations must be agreed upon, confirmed and accepted. Payment will be made only in accordance with the Subcontract and terms outlined in this agreement and in any attached addendums. **We understand the need for prompt payment and will do everything possible to expedite payments.** Draw schedules outlined on your estimates\work orders are very helpful. This way we can predict the flow of cash required for that particular job. We ask that you submit a payment request or bill for the amount due upon completion of the relevant piece of work. Typically, draw amounts should be tied to progress on the job. We have the right to withhold ten percent (10%) of any payment as “retainage”. Invoices should be turned in to us two weeks before payment is scheduled. Please note that subcontractor payments will be based on our job payment schedule. Each draw request shall include a lien waiver conditioned on payment.

Required license, insurance certificates permits and other pertinent documentation must be current and up-to-date prior to invoicing or payments issued. Also, please note: **Final invoices on a project must be received within ten (10) days of project completion** so that Highland Wake can submit a Final Payment Application to owner. Any application submitted by subcontractor after Highland Wake has submitted its Final Pay Application to owner will not be paid. Additionally, subcontractor is expected to maintain complete, accurate and legible records of the transactions relevant to its subcontract with Highland Wake.

3. **CHANGE ORDERS:** We strive to keep these to a minimum, as the clients do not like getting them from us and we do not like receiving them from you. If a change order is merited, we need to be notified as soon as you know about it. The additional work is **not** to be done until we accept the change order **in writing**. Any change order should contain a description of the additional work to be done, as well as the price agreed to. If it is impossible to set a price, a “not to exceed” price should be assigned to the work. Any deviations to the original estimate/work order must be handled in this fashion or payment cannot be made.

4. **DELAY:** If subcontractor fails to begin work or is idle, Highland Wake may, at its option, have work completed by others and the expense shall be deducted from the amount owed to the subcontractor or back charged to subcontractor, unless subcontractor gets approval from Highland Wake. Highland Wake may also, at its option, charge the subcontractor per day for each day the job sits idle with no activity. This amount will be deducted from any monies owed the subcontractor.

5. **CALL-BACKS:** Subcontractor agrees to address call-backs in a timely fashion. Highland Wake will contact subcontractor twice with punch-list items to be corrected, after which Highland Wake will correct the punch-list items and deduct cost of this work from payments to the subcontractor. In the event the subcontractor has been paid in full, Highland Wake will invoice for the cost of this corrective work and payment will be due within 30 days.

6. **WARRANTY WORK:** Subcontractor shall warrant its work to Highland Wake and/or owner. Additionally, Subcontractor or supplier shall furnish to Highland Wake copies of all specifications, installation instructions, and warranty information for materials included in their bids on each job. No substitutions shall be allowed without written prior approval, and Subcontractor shall remove and replace non-compliant items at their expense, including payment to Highland Wake for schedule delays in the amount of \$100 per day.

7. **SAFETY AND OSHA:** Subcontractor is obligated to comply with all federal, state and local safety requirements, any site-specific or owner-imposed safety programs or requirements. Additionally, Subcontractor shall protect and be responsible for each of its employees. Subcontractor is tasked with ensuring all reasonable safety measures are taken on the site, including, but not limited to the following:

- Provide the necessary tools and equipment, including personal protective equipment.
- Assure that the equipment is protective equipment.
- Assure that the equipment is properly maintained and suitable for safely accomplishing the task, according to the contract.
- Maintain all equipment and tools in safe operating condition.

- Keep the work area free from safety and health hazards and maintain good housekeeping standards.
- Conduct periodic safety audits of its operations. This should include continuous housekeeping and safety reviews of the work area.

OSHA can assess huge fines— any fines resulting from subcontractor’s negligence must be promptly paid for by the subcontractor.

8. **LICENSING AND INSURANCE:** Subcontractor is responsible for maintaining the general liability insurance and workers compensation insurance as required by the subcontract and by law. Proof of such insurance, naming Highland Wake as an additional insured, must be submitted to Highland Wake before commencement of any work by subcontractor.

9. **REQUESTS FOR ADDITIONAL WORK FROM THE OWNER TO WORK DIRECTLY WITH YOU:** Subcontractor must notify Highland Wake of any additional work requested by owner. Subcontractor must not do work for the owner without the written permission of the appropriate representative of Highland Wake.

10. **ACCESS TO THE SITE; PROHIBITION OF ANYONE NOT EMPLOYED BY SUBCONTRACTOR:** No one is allowed on the job site that is not an employee of the subcontractor.

11. **TRASH AND CLEAN-UP:** Highland Wake expects a safe and clean jobsite to be maintained at all times. Subcontractor is to dedicate effort at the end of each work day and between major operations as required to leave premises broom clean, with all excess material neatly stacked in garage or where directed by the construction manager. Waste material, boxes, and other debris are to be placed as directed by the construction manager. Sawdust, scrap, spoils, and garbage will not be tolerated anywhere on the interior or exterior of the property other than in designated areas. Subcontractor is also responsible for keeping any debris generated from their operations away from adjoining properties. Jobsites not meeting this standard shall be cleaned and protected by Highland Wake, and the cost of same back-charged to the subcontractor at the hourly rate of \$75.00/hour.

12. **NEIGHBORS:** Subcontractors and their representatives should make every effort to maintain good relationships with neighbors. Should a dispute occur, the subcontractor shall offer no resistance or response, but will rather notify Highland Wake of the situation.

13. **SIGNAGE:** Subcontractors, nor their vendors, shall place any signage, whether temporary or fixed, on project sites, surrounding areas, or other locations deemed inappropriate by Highland Wake. Signage on company vehicles, equipment, trailers, etc is permissible, but limitations to the placement of these assets while on site may be limited at the sole discretion of Highland Wake.

14. **BEHAVIOR WHEN ON THE JOB SITE:** Highland Wake maintains a Code of Conduct on the site, as follows:

- Perform the work with consistent quality.
- Be reliable.
- Come to the job site every day with a positive and professional attitude.
- Be flexible and willing to be managed.
- Make jobsite safety the highest priority.
- Work well with other subs on site and lend a hand whenever needed.
- Keep timely and accurate daily work records.
- Provide timely, accurate billing to Highland Wake for prompt payment.

Additionally, the following are prohibited on the work site:

- Obscenity, profane, abusive language, and sexual harassment are absolutely prohibited. There will be no exceptions.
- Bringing alcoholic beverages and/or drugs on the site.
- Being intoxicated, alcohol consumption on the job or under the influence of drugs while on-site.
- Possession of firearms or ammunition.
- Stealing from the site.
- Gambling.
- Intentionally disrupting operations.
- Disobeying a manager's direct instructions.
- Smoking in areas other than those designated for smoking.
- Failing to follow any safety instructions.
- Failure to follow fall protection/scaffolding requirements.
- Disruptive conduct, including running, fighting, or horseplay, that creates a safety hazard or disrupts operations.
- Operation of vehicles or machinery in an unsafe manner.
- Anything that may endanger site employees/product/ property.

Highland Wake requires that all employees of subcontractors be given a copy of the above Code of Conduct. Subcontractor is responsible for its employees' conduct and adherence to these terms.

14. **COMMUNICATION AND ACCESSIBILITY:** As a general rule, the subcontractor is responsible for the health and safety of its employees. However, there shall be continuing communication between Highland Wake and any subcontractor operating on the site with respect to the above-stated guidelines. A representative shall be designated by the subcontractor to maintain liaison with Highland Wake for this purpose.

PLEASE NOTE THAT CHRONIC VIOLATION OF THESE EXPECTATIONS MAY PROVIDE A BASIS FOR CANCELLATION OF THE SUBCONTRACT.

(to be distributed to subcontractor's employees)

CODE OF CONDUCT

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- Smoking in areas other than those designated for smoking.
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THE HIGHLAND GROUP

Construction • Property Management • Real Estate

Accounting Department Accounts Payable

Company Name:

Mailing Address:

FEIN:

AR Contact:

Email:

Phone Number:

Fax Number:

E-Verify Number:

The following policies and procedures must be adhered to in order for your pay request/invoice to be processed.

To submit an invoice for payment, it is **mandatory** that you e-mail your invoice to us at **AccountsPayable@HighlandGroup.org**. **Failure to do so will prohibit your pay application being processed for payment!**

AccountsPayable@HighlandGroup.org is an automated email address therefore, please do not send any other correspondence (other than your pay application, invoice, etc.) as we will be unable to respond.

Please Note: payments will be issued via check to the Company Name and mailed to the address provided on your W-9 Form. Payments will not be available for pick up in our office, NO exceptions.

Should you have any questions regarding our policy please email us at Info@HighlandGroup.org

Thank you.

The Highland Group, LLC.