



November 21, 2022

This is your request for bid to provide labor, equipment, and materials to perform the full annual turf and clay maintenance program for Bishop State Community College's baseball and softball fields. Specifications and requirements are enclosed.

You are invited to attend the bid opening. Instructions regarding the location and timeframe are contained herein.

Bids must be sealed and identified **on the outside of the envelope** as "**Sealed Bid 2023-03, (Athletic Field Landscaping)**",  
**Open: Wednesday, December 7, 2012 at 2:00pm.**

Rhonda Williams  
Business Office  
Bishop State Community College  
Administration Building  
351 North Broad Street  
Mobile, AL 36603-5898

Sincerely,

Mrs. Kelly Little  
Director of Accounting

RS:rbw  
Enclosures

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**Main Campus** • 351 North Broad Street • Mobile, Alabama 36603-5898 • (251) 405-7040  
**Carver Campus** • 414 Stanton Street • Mobile, Alabama 36617-2399 • (251) 662-5400  
**Central Campus** • 1365 Dr. Martin Luther King Jr. Avenue • Mobile, Alabama 36603-5362 • (251) 405-4400  
**Southwest Campus** • 925 Dauphin Island Parkway • Mobile, Alabama 36605-3299 • (251) 665-4100

# Request for Bid

Athletic Fields Landscaping - #2023-03

Bishop State Community College

351 North Broad Street

Mobile, AL 36603

**Purpose:** **Bishop State Community College** is a state supported two-year college in the Alabama Community College System. The purpose of this RFB is to provide, labor, equipment, and materials as noted to provide landscaping services for the baseball and softball fields located on the Southwest campus at 925 Dauphin Island Parkway, Mobile, AL 36605.

**RFB Response:** Please provide a complete bid response to the following 3 categories - addressing your firm's capabilities to meet the college's expectations for price, quality, and performance.

- 1) *Wet-signed formal Bid response sheet w/unit pricing listed*
- 2) *Enclose 3 references with contact info from satisfied customers within the past year*
- 3) *Complete all required forms and affidavits as noted on the RFB checklist*

**Formal Bid Response Sheet:** The formal bid response sheet should be filled out electronically, then printed and wet-signed and included in your proposal package. When submitting your bid, please closely review the specifications listed on page 3 of this RFB. Please note the bid price of each portion of the scope shall include all costs as noted in the specifications, including any fees for acquisition and delivery where the contractor is supplying materials or equipment.

**References:** Provide 3 references for us to review and contact if we have further questions. Bidder must have at least 3 years of experience working with athletic fields. Bidder must include pictures and examples of past similar landscape agreements with other institutions working with athletic fields.

**Required Forms:** Please complete and return the RFB checklist and all properly signed and/or notarized forms and affidavits as required by the state of Alabama's laws and regulations regarding procurement with state public funds. Please review any federal guidelines that apply.

*Sealed* bids (only) will be received until December 7, 2022 at 2:00pm. At 2:00pm, the college will unseal and begin evaluation with the goal, but no guarantee, that a decision will be made the same week. As a member of the public you are invited to attend the unsealing at the address below. However no decision will be made at the public meeting.

All inquiries and *sealed* proposals should be clearly labeled on the outside and directed to:

Bishop State Community College  
Business Office  
Rhonda Williams, *Purchasing Agent*  
**SEALED #2023-03**  
351 N Broad Street  
Mobile, AL 36603  
(251) 405-7041  
[rwilliams@bishop.edu](mailto:rwilliams@bishop.edu)

## Athletic Field Annual Landscaping –Scope of Services

Fields are located on the Southwest Campus: **925 Dauphin Island Parkway, Mobile, AL 36605**

The Softball season generally runs from January to May and includes approximately 12 home games

The Baseball season generally runs from January to May and includes approximately 16 home games

<b>Activity</b>	<b>Frequency</b>
Weed Control and Fertilizer on fields, warning track and bull pens	In-season = 2x Month; Out of Season = 1x
Top Dressing	Twice per year
Aeration and Over-seeding	Once per year
Crimson Stone	Once per year
Edging and Trimming	In-season = 2x Week; Out of Season = 1x Week
Irrigation Maintenance & Repairs (excluding parts for repairs)	Deep watering, 3 times per week
Clay Infields	Preseason
Evaluation	Fall, Winter, Spring
Pest Control	As needed
Option #1: Mowing	In-season = 2x Week; Out of Season = 1x Week

### **Weed Control and Fertilizer – Labor, Equipment, and Materials**

Weed control shall be maintained and constantly improved with treatment in the pre-emergent state and in the emerged state; both spot treatment and full field treatment. Weed control should also be applied on, near, and around warning tracks, facility/building cracks, and fence lines. A fertilizer program, including liming should be prescribed and included.

### **Top Dressing – Labor Only**

Each summer the field shall be evaluated by the contractor for top dressing. If deemed necessary and if College funds are available to purchase the materials, the contractor will receive and place the materials.

### **Aeration and Over-Seeding – Labor, Equipment, and Materials**

Athletic fields shall be aeriated, then over-seeded at least once per year during the off season. Allow at least four weeks recovery prior to the next athletic event.

### **Crimson Stone – Labor Only**

Ensure Crimson stone is provided in specific areas as currently installed. Ensure the edging is straight and cut accordingly.

### **Trimming – Labor, Equipment, and Materials**

Trim areas that mowers cannot go with weed eaters or push mowers.

**Irrigation Maintenance & Repairs (excluding parts for repairs) – Labor Only**

The College has existing irrigation systems; contractor will become the primary operator of these systems and provide maintenance & repairs when needed. A written log shall be kept on each athletic field. Effectiveness of irrigation shall be checked and logged weekly.

**Clay Infields and Clay/Grass Borders– Labor Only**

Infield areas shall be re-trimmed annually to remove the lip that forms around the infield. Clay areas shall be maintained in a playable condition, free of weeds, rocks, and stick; and shall be evaluated two months prior to the baseball or softball season beginning. Trimming of the infield, addition of clay, resetting bases, and reworking the pitcher's mound shall be done at this time. At the contractors request and if the College agrees, the College will purchase and supply additional clay if needed.

At all times, grass and clay edging shall be straight and clay replaced whenever grass is removed from the clay areas. Whenever new winter grass germinates, it should be immediately removed from the playing area and warning track.

**Evaluation of Athletic Fields - Condition and Quality of Services**

Evaluations will be performed in the Fall, Winter, and Spring. The contractor shall send a management level representative to the evaluation to review conditions with the Executive Director of Facilities or designee. The evaluation process will also utilize spot checking to verify activities listed in this specifications are being completed regularly.

The results and decisions of the College are final and binding regarding the quality of the turf and whether the scope of work is being performed. The contractor should keep logs in the event that any questions arise regarding consistency.

**Pest Control -**

As needed pest control for ants and mole crickets

**Additional Option #1**

**Mowing – Labor Only**

Contractor will train on and learn how to use the College's professional John Deere 7200 Turf Mower prior to using this equipment to mow the fields 2x per week in season and 1x per week out of season.

## ADDITIONAL PROVISIONS

1. For the purpose of this RFB, the College designates a preference zone to include those entities operating within the state of Alabama.
2. The College reserves the right to accept bids in any combination, or reject any bid or part thereof and waive information that might be in the best interest of the College. The College expressly reserves the right to reject all bids if, in its sole discretion, the College believes the rejection of all bids would be in the best interests of the College.
3. After the bids are opened, all bids become the property of the College and will be made available for public inspection.
4. The proposal is to be made without connections with any other person, company, or party making a bid proposal and is to be in all respects fair and in good faith, without collusion or fraud.
5. Bishop State Community College is tax-exempt. 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 RFB or RFP, 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 acknowledge that the awarding authority may declare the contract void if the certification is false.
6. Bid awards are subject to change or cancellation due to unanticipated decrease in funding (including tuition, local, state or federal). Bid awards are also subject to change or cancellation due to changes in local, state, federal laws, regulations or policies or in changes in the policies of the Alabama Community College System Board of Trustees.
7. Act 2001-955 requires the Disclosure Statement (included with this bid request) be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.00.
8. Alabama laws require that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall 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 contractor's E-

Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify). The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

9. Invoicing frequency should generally be no more than once per month at the end of the billing period. Payment terms are net 30.

**If Contract is awarded, the following conditions will apply and shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:**

10. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, 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.
11. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.
12. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.
13. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture,

or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
15. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
16. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
17. 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.

**Federal Funding Provisions, because a portion of funding may come from the federal government, federal contracting regulations could apply including everything listed in Appendix II to Part 200 of 2 CFR Chapter II.**

18. By submitting bid or proposal, vendor agrees to comply with all federal guidelines including but not limited to:
  - a. Equal Employment Opportunity
  - b. Davis-Bacon Act, Copeland Anti-Kickback Act
  - c. Contract Work Hours and Safety Act
  - d. Rights to Inventions Made Under a Contract or Agreement
  - e. Clean Air Act and Federal Water Pollution Control Act
  - f. Energy Policy and Conservation Act
  - g. Debarment and Suspension Clauses
  - h. Byrd Anti-Lobbying Amendment



## Bid Response Checklist

- Written Bid Response
- Formal Bid Response Sheet \_\_\_\_\_ printed and wet-signed
- 3 References
- W-9 Form \_\_\_\_\_ printed and wet-signed
- State of Alabama Disclosure \_\_\_\_\_ printed / notarized / wet-signed
- Affidavits AL Immigration \_\_\_\_\_ printed / notarized / wet-signed
- E-Verify MOU \_\_\_\_\_ printed / wet-signed
- Certificate of Liability Insurance (copy)
- Business License (copy)

**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:

- 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
- 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
- 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.

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

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

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,



# 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

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.)

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

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

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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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

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

## MEMORANDUM

**TO:** CONTRACTORS AND GRANTEES  
**FROM:** BISHOP STATE COMMUNITY COLLEGE  
**DATE:** NOVEMBER 18, 2022  
**RE:** H.B. 56 - ALABAMA IMMIGRATION LAW COMPLIANCE

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

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

The requirements above, imposed by H.B. 56, are “a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama].”<sup>1</sup> AS A Contractor<sup>2</sup> or a Grantee, if you believe these obligations do not apply to you, please notify the Institution immediately.

For your convenience, we have included for your use a sample AFFIDAVIT OF IMMIGRATION COMPLIANCE—CONTRACTOR AND GRANTEES. Please complete, notarize, and return a copy to the Board along with your attached E-VERIFY MEMORANDUM OF UNDERSTANDING. See ALA. CODE § 31-13-9 (c).

In turn, you are to obtain from your subcontractors a notarized AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE—SUBCONTRACTOR.

If you contract with more than one school system, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting Boards. You are required to maintain your subcontractors’ affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement.

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Finally, you will find a NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTORS (“CONTRACTORS”) OF LOCAL BOARD OF EDUCATION for execution by contractors and to be returned to the Board. To the extent that there is no formal written contract between a contractor and the Board, such as where business is conducted by purchase order, this document shall serve as your Alabama Immigration Compliance Contract. Similar language will also be in contractual agreements or grant documents with the Board.

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A  
CONTRACTOR OR GRANTEE TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/ OR THE  
STATE BOARD OF EDUCATION**

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

State of Alabama:

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

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

To be returned to the **ACCS INSTITUTION**.

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

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

Every contract entered into by an ACCS Institution from this point forward with a contractor will contain the following clause or one substantially similar:

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



limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

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

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Contractor Officer or Owner Signature/Date

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Print Name/Title/Company

Please execute and return to the ACCS INSTITUTION within the next 10 days

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A  
SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA  
AND/ OR THE STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by an ACCS Institution ("the Institution") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Chancellor of the Alabama Department of Postsecondary Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to all ACCS Institutions in the State of Alabama and the ADPE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

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

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

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

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

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

To be returned to the Contractor or Grantee of an **ACCS INSTITUTION**.

# Formal Bid Response

## Base Bid, Required Specifications

Weed Control and Fertilizer	\$ _____
Top Dressing	\$ _____
Aeration and Over-seeding	\$ _____
Crimson Stone	\$ _____
Trimming	\$ _____
Irrigation Systems	\$ _____
Game Striping	\$ _____
Clay Infields	\$ _____
Evaluation	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

## Alternate #1:

Mowing	\$ _____
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Print Company Name \_\_\_\_\_

Print Bidder's Name \_\_\_\_\_

Bidder's Signature \_\_\_\_\_ Date \_\_\_\_\_