



May 1, 2023

This is your invitation to submit a proposal for **Vending Services** for Bishop State Community College at three Campuses. Specifications and requirements are enclosed.

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

The initial contract period is from **July 1, 2023 - July 1, 2024**.

The contract may be extended for two additional 12-month periods if no changes are made in the specifications and/ or pricing, and both the vendor and Bishop State Community College agree to the extension in writing.

Any questions regarding the specifications of this bid may be directed to Rhonda Williams, at 251-405-7041 or rwilliams@bishop.edu thank you for your interest in Bishop State Community College.

RFBs must be sealed and identified on the outside of the envelope as **"Sealed RFP 2023-002, Vending Services - Open, Thursday, May 18, 2023 at 10:00am.**

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

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

General Conditions and Instructions to Bidders

1. All bids are to be in sealed envelopes with the opening date and bid number on the outside of the envelope. Bids should be mailed to: Bishop State Community College, ATTN: Rhonda Williams, Business Office- Administration Building, 351 North Broad Street, Mobile, AL 36603. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location. We will not accept bids that are faxed. Bids delivered by Federal Express, Airborne Express, and all other delivery services must be labeled with "bid enclosed" along with the opening date and bid number on the outside of the delivery service's envelope. Bids must be received prior to bid opening date and time. **Late bids will not be considered.** If you have questions regarding this bid request, contact Rhonda Williams at 251-405-7041.
2. All information must be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign the bid in ink.
3. All signatures must be notarized.
4. Only written modifications to proposals will be accepted.
5. Bid prices are to remain in effect for one year past award date.
6. Bid prices are not to include tax. The College is an Institution of the State of Alabama. If your company gives a discount, this must be included in the quote.
7. Bidders may submit proposals on any one or all items listed. The College reserves the right to accept bids in any combination, or reject any bid or part thereof and to waive any technicality in the bidding which in its sole discretion is 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. Awards may be issued to multiple bidders.
8. All bids are to include delivery dates of merchandise. All shipping and handling charges shall be the responsibility of the successful bidder, unless otherwise expressly stated in the bid quote. All bid prices are to be quoted to include delivery to the location(s) directed by the College. The successful bidder must assume all liability/responsibility for damage in transit.
9. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/ or set-up of materials,

supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery or additional costs associated with delivery, installation and set-up as requested in the bid.

10. Reference in the specifications to name brands, catalog numbers, etc. is for the identification purposes only and is no way intended to eliminate or discourage the offering of substitute items which equal or exceed the specifications. If substitute brands are offered, specifications for those brands must be included in the bid package. Failure to supply these specifications may result in the rejection of the bid. When the bidder does not state brand name or catalog number, it is understood the offer is exactly as specified.
11. Unless otherwise indicated, items furnished under the request must be new. Guarantees/warranties are to be furnished by the vendors as provided by the manufacturer. The responsibility of determining the acceptance of any products offered rests solely with the College.
12. Quantities listed on the specification sheet are believed to be correct; however, the College reserves the right to alter or vary the quantities for a period of sixty days following the bid opening.
13. The contract may be extended for a period of two additional years if no changes are made in the specifications, and/ or pricing by the vendor. College and the vendor must agree in writing for the contract extension.
14. The College may cancel any agreement with a successful bidder at any time with a 30-day written notice.
15. The Successful bidder shall be required to submit proof of general liability, automobile, professional liability/errors and omissions liability and worker's compensation insurance coverages in amounts acceptable to the College.
16. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
17. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.
18. Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or

leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/ or lease tax on all taxable sales and leases into Alabama. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

19. All items are to be free from defects in material and workmanship. If items are found to be defective or damaged or are non-conforming to the bid specifications, or there is unsatisfactory installation, items shall be corrected to the College's satisfaction by the successful bidder at no additional cost to the College. If a company is awarded a bid and the company cannot honor the terms of the bid, the company may be removed from the College's preferred vendor list.
20. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or supplied materials.
21. As an entity of the State of Alabama, the parties recognize and agree that College cannot and will not agree to indemnify any party to an agreement resulting from this bid.
22. After the bids are opened, all bids become the property of the College and will be made available for public inspection.
23. 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, and without collusion or fraud.
24. The College reserves the right to purchase according to availability of funds. 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 Board of Trustees of the Alabama Community College System or the Alabama Community College System.
25. 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.
26. The College will not accept prepay terms for the items and services in this bid.

27. All bidders are required to complete a Disclosure Statement. 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. Any changes to the status of the information on this form will require the submission of an updated form to the College.

28. Nonresident Bidder Information: Section 39-3-5 of the Alabama Code provides as follows:

Preference to resident contractors in letting of certain **public contracts**: reciprocity.

- (a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contract to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
- (b) Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.
- (c) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p. 348; Act 2001-637, §1.)

29. Personal Property or Contractual Services Information, 41-16-57 provides as follows:

- (b) The awarding authority in the purchase of or contract for goods or services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, city council or city councilmen, or other public official charged with the letting of contracts or purchase of goods or services may specify the use of materials or systems by a sole source, unless:

- (1) The governmental body can document that the sole source goods or services is of an indispensable nature, all other viable alternatives

have been explored, and it has been determined that only these goods or services will fulfill the function for which the product is needed. Frivolous features will not be considered.

- (2) No other vendor offers substantially equivalent goods or services that can accomplish the purpose for which the goods or services are required.
- (3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.

30. The successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. 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 (the entire document, approximately 13-15 pages long) 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 [sitewww.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. 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.

Any agreement resulting from an award under this request for bids shall include the following terms:

- a. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree 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 No. 26. It is further agreed that 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 the Agreement shall be deemed null and void.

- b. 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.
- c. The bidder acknowledges, and agrees that its sole and exclusive remedy for any monetary claim that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief shall be brought exclusively in the appropriate state or federal court situated in and/or covering Limestone County, Alabama.
- d. 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.
- e. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
- f. 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."
- g. In compliance with Act 2016-312, the contractor hereby certifies 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.
- h. This agreement constitutes the sole and entire agreement of the parties of 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.
- i. 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 the same agreement.

**Bid #19-16: Vending Services
Specifications**

Bishop State Community College is requesting bids from qualified vendors to provide vending services at its campuses.

Main Campus

351 Broad Street
Mobile, Alabama 36603

Buildings:

Administration Building (BTC)
Delchamps Building

Southwest Campus

925 Dauphin Island Pky.
Mobile, AL 36605

Carver Campus

414 Stanton Road
Mobile, AL 36617

AUTOMATIC VENDING MACHINES

The College will take under advisement a recommendation (in addition to the response for services currently in place) the number of vending machines, type of vending machines, and locations to be serviced. Determining factors might include such things as building population and traffic patterns.

Automatic vending machines shall be new and/ or be of good quality. All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match each other in color and style.

Vending machines must accept cash (coins and dollar bills), debit/credit cards, and mobile payments (i.e. Apple Pay).

Vending machines must have an identification number and decal on each machine providing the telephone number for emergency service and customer refund information. The contractor shall provide an acceptable customer refund policy, procedure and execution plan for vending machines. Vendor will process refunds within seven (7) working days of the occurrence. The College's assigned representative shall notify the vendor of the exact problem.

For the purpose of tracking commissions, refunds and vending machines failures, the contractor will develop policy, procedures and execution plan that will identify the performance of machines, type of machines, and location.

Vending machines shall remain the property of the contractor, and all machines are to be installed by the contractor at no charge to the College. The contractor shall, at all times and at its own expense, be responsible for all service, maintenance, and repair of its vending machines. Machines shall be maintained in good repair and service shall be provided within four (4) hours of verbal notification of an issue. Deliveries/ service should be provided five days per week, and should take place preferably before 9:00 AM and / or after 12:00 PM to reduce class disruption. The service schedule must be included with the vendor's proposal.

The contractor shall add or replace vending machine s at the discretion of the College without undue delay. Permission to relocate, exchange or remove vending machines must be approved in advance by the College. If the College determines that machines need to be moved, it is the contractor' s responsibility to make the move. The contractor is responsible for any damage to walls, doors, floors, etc. while installing and/or removing machines.

FOOD QUALITY AND VARIETY

Vending machines shall be fully stocked with high quality, fresh merchandise. All food products will be removed from vending machines upon expiration of their freshness dating. All other products will be considered past-dated according to the manufacturer's freshness date stamped on the package. A variety of vended goods will be provided in a manner so that employees and students are offered choices at frequent intervals. The College shall determine whether the contractor's food is of satisfactory quality and whether sufficient variety is being offered. The College reserves the right to request that specific products be dispensed in vending machines and shall have the final right of approval on all types of products. The College intends to take an active role in the selection of products to be vended on its premises. Alcohol and tobacco products will not be vended on Bishop's premises.

The College REQUIREMENTS ARE AS FOLLOWS: Snack machines to include chips, cookies, candy, Danishes, healthy choice options, etc. 20 oz. bottle drink machines with various brands/flavors to include (i.e.Coke and Pepsi) Regular, diet, and at least one Caffeine Free Diet Drink, Water, Juices and Sports Drinks.

PRODUCT PRICING

It is the College's desire to provide quality vending at the best possible price. The contractor shall price vended foods at the prices specified in their proposal. It is recognized that price changes, resulting from changes in the contractor's costs, may occur from time to time and over the course of the contract. The contractor shall notify the College at least one (1) week in advance of any proposed price changes. Such price changes shall not occur without appropriate College official's approval and shall require supporting documentation that the contractor's cost of the affected item(s) has increased.

COMMISSION AND CONTRACT TERM

Contractor shall pay Bishop State Community College the percentage of gross sales on a monthly basis within fifteen (15) days following the end of the month. An accounting of product sales shall be provided with each remittance. **Contract dates are July 1, 2023 through July 30, 2024.** This is a three (3) year contract and may be renewable for two additional one-year renewals. During any renewal periods, the terms of the contract shall not be altered or renegotiated.

SITE INSPECTION

All vendors submitting a proposal for vending services must attend a mandatory pre-bid meeting and site visits. The Pre-Bid meeting will be held on Wednesday, May 10, 2023 @ 9:00am in the Business Office on the main campus then, we will visit each site. All submissions must take into consideration such conditions that may affect the work under this contract. Failure to attend this mandatory pre-bid meeting and site visit would make your bid non-responsive to the services.

BID AWARD CRITERIA

With regard to the awarding of contracts for vending services, it is the policy of Bishop State Community College that if all conditions among competing vending bidders are equal, the College will give a preference to blind vendor-operators. If blind vendor-operators do not offer in their bid response to pay commissions to the College, while other vendors do, or if the commission offered by a blind vendor-operator is more than five percent (5%) less than the commission offered by a non-blind vendor, the vending services contract will be awarded to the non-blind vendor operator.

The bid will not be awarded solely on a lowest price criteria. The College will consider product pricing, commission offered, the variety of product available, product donations, and the package of free marketing incentives offered by each vendor. A decision will be based on the package offered that provides the most value for the College and best meets the needs of students, faculty, and staff.

CANCELLATION

The contract may be cancelled without cause by either party up on sixty (60) days written notice.

**Bid# 2023-002: Vending
Services
Pricing Sheet**

	Pricing	Commission Rate
<u>Beverages:</u>		
20 oz. soft drink	_____	_____
20 oz. water	_____	_____
Other:	_____	_____
(Please be sure to stock Caffeine Free Diet Drinks)		
<u>Snacks:</u>		
Candy	_____	_____
Chips	_____	_____
Pastries	_____	_____
Crackers	_____	_____
Other:	_____	_____
Other	_____	_____
Other:	_____	_____
Other:	_____	_____

Donations: List product donations that your company will provide, if any.

Include a copy of the service schedule.

***Page not valid without authorized signature on next page.**

**Bid 2023-002: Vending
Services Signature
Authorization**

To be completed by authorized representative.

	X
Name of Company (Type/Print in Ink)	Authorized Signature (Sign in Ink)
Complete Address for Mailing Purchase Order and Payment	Type/ Print Above Signature
City State Zip	Title (Type/ Print)
Telephone Number	Fax Number

**Bid #2023-002: Vending
Services No-Bid Response
Form**

	X
Name of Company (Type/ Print in Ink)	Authorized Signature (Sign in Ink)
Complete Address for Mailing Purchase Order and Payment	Type/Print Above Signature
	Title (Type/ Print)
City State Zip	
Telephone Number	
	Fax Number

I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

- ☐ Insufficient time to res pond
- ☐ We do not offer the product or service requested
- ☐ Our schedule will not permit us to respond to this bid
- ☐ Keep our company on this bid list for future bids
- ☐ Remove our company name from this bid list for future bids
- ☐ Other (describe briefly)

**Bid#2023-002: Vending
Services Collusion/fraud
Statement**

I certify that I have read the General Conditions and Instructions to Bidders of the bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

	X
Name of Company (Type/ Print in Ink)	Authorized Signature (Sign in Ink)
Complete Address for Mailing Purchase Order and Payment	Type/ Print Above Signature
City State Zip	Title (Type/ Print)
Tele phone Number	Fa x Number

NOTARIZATION:

Sworn and subscribed before me this the ____ day of _____ ~~Please~~ affix seal below.

Notary Public Signature

My commission expires (date)

MINORITY INFORMATION

If this business is minority owned, please list the qualification status: _____

**Bid #2023-002: Vending
Services Checklist**

- Bid Pricing Sheet & Signature Authorization
- Service Schedule
- Collusion/ Fraud Statement
- Vendor Disclosure Statement
- E-Verify Memorandum of Understanding as described in paragraph 30 of the general terms and conditions. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.
- Reference Websites:
 - www.uscis.gov/everify
 - <http://immigration.alabama.gov>

**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: ☐ Individual sole proprietor ☐ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶ _____

☐ Exempt
payee

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.
Notes. 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 ▶

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,



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTRANT COMPLETES 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 official/s/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.)

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

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

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
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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: MAY 2, 2023
RE: H.B. 56 - ALABAMA IMMIGRATION LAW COMPLIANCE

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].”¹ AS A Contractor² 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.

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:

Contractor Officer or Owner Signature/Date

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.