June 23, 2016

This is your invitation to bid on the Sidewalk Improvement Project for Bishop State Community College, Main Campus. Specifications are enclosed.

The bid opening will be held on Thursday, June 30, 2016 at 10:00 a.m. in the Business Office Conference Room on the Main Campus located in the Administration Building at 351 North Broad Street, Mobile, Alabama.

Certificate of Liability Insurance must be submitted with bids along with your Business License.

Bids must be sealed and identified on the envelope as “Sealed Bid, (Sidewalk Improvements for Bishop State Community College Main Campus)”, Open, Thursday, June 30, 2016 at 10:00 a.m.

Ms. Bonita Allen
Dean of Business/Finance
Bishop State Community College
Administration Building
351 North Broad Street
Mobile, AL 36603-5898

Please complete and sign enclosed Proposal Bid Form as part of your bid package along with the W-9 Form, State of Alabama Disclosure Statement, Affidavit of Alabama Immigration Law Compliance by a Contractor and E-Verify Memorandum. Any questions you have may be directed to Mr. Frank Williams, at (251) 405-7172.

Sincerely,

Bonita Allen, MSCE
Dean of Business/Finance

BA: tdc

Enclosures
Invitation to Bid

I. INTRODUCTION

Bishop State Community College is requesting bids for the Sidewalk Improvement Project on our Main Campus located at 351 N Broad St. Mobile, AL 36603.

II. GENERAL REQUIREMENTS

All bids must have the bid number and opening date on the outside of a sealed envelope.

All vendors must be able to demonstrate that the specifications, as outlined below, are met. Any variations from specifications must be thoroughly described. Inferior products or lesser quality merchandise will not be accepted.

Bishop State Community College reserves the right to reject any or all bids, or parts thereof.

Prices

Bidder must supply unit prices (where applicable) to include shipping and assembly.

All bid prices are to be quoted F. O. B. Bishop State Community College, Mobile, Alabama 36603.

The College reserves the right to accept or reject any bid or part thereof and waive informalities that may be deemed in the best interest of the college.

Reference in the specifications to name brands, catalogue numbers, etc., are for identification purposes only and in no way are intended to eliminate or discourage the offering of substitute items which equal or exceed the specifications.

Guarantees/warranties are to be furnished by the vendor as provided by the manufacturer. (Please be specific).

Bid process is not to include sale tax. Tax exemption certificates furnished upon request.

Where all, or of the planned Work is bid on a unit price basis, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of prices of bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern. A bid
may be rejected if any of the requested documents are not included in the sealed bid packet.

**Insurance**
Certificate of Insurance must be submitted with bids.

**Delivery**
Bid must include shipping to Bishop State Community College, 351 North Broad St. Mobile AL 36603.

All items are to be free from defects in material and workmanship. If items are found to be defective or damaged or do not meet the specification, they are to be replaced immediately by the vendor at no additional cost to the college.

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 from the bid opening.

No payments on partial shipments will be made until all items have been received in good condition.

**Bid Form**
All information requested of the bidder must be filled in. The bid must be completed in ink.

Bids will be opened and read publicly at the time and place indicated in this Invitation to Bid. Bidders or their authorized representatives are invited to be present.

After the bids are opened and read publicly, the bid prices will be compared and the results of this comparison will be available to the public. Until the final award of the contract, however, the College shall have the right to reject any or all bids, and it shall have the right to waive technical errors and irregularities if, in its judgment, the bidder will not have obtained a competitive advantage and the best interests of the college will be promoted.

No bid may be withdrawn after the scheduled closing time for receipts of bids for a period of thirty days.

**Award of Contract**
The contract shall be awarded to the lowest responsible and responsive bidder unless the College finds that all the bids are unreasonable or that it is not in the best interest of the College to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsible
bidder is one who submits a bid that complies with the terms and conditions of the Invitation for Bid and the Bid Documents. Minor irregularities in the bid shall not defeat responsiveness.

The contract will be awarded on in whole, or part, based on unit prices.

Any and all damage caused to the college by the successful bidder will be repaired promptly at no cost to the college.

The successful bidder for repair and installation projects must remove all shipping boxes, rubbish and other debris from the premises.

**Other**

The sites of the project may be examined Monday thru Tuesday, 8:00 a.m. – 5:00 p.m. by calling Mr. Frank Williams at (251) 405-7172.

The bidder is to examine the site of the project and inform himself fully in regard to all conditions pertaining to the place where the work is to be done.

All bidders, to the best of their knowledge and belief, must be in compliance with all applicable Federal, state, county and municipal laws, regulations, resolutions. In particular, if applicable, all bidders must be licensed and permitted in accordance with the Code of Alabama 1975, as amended; provided, the bidder is not exempted from the below mentioned Code Sections elsewhere in the Code.

<table>
<thead>
<tr>
<th>Code of Alabama</th>
<th>General Description</th>
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<tbody>
<tr>
<td>Title 10, Chapter 8A</td>
<td>Out-of-State corporations doing business within Alabama</td>
</tr>
<tr>
<td>Title 34, Chapter 8</td>
<td>General contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, grading or any improvement or structure costing $50,000.00 or more</td>
</tr>
<tr>
<td>Title 39, Chapter 3</td>
<td>Use of domestic products and workmen and laborers who have actually resided in for two years next preceding such employment on public works contracts</td>
</tr>
<tr>
<td>Title 40, Chapter 12</td>
<td>Privilege licenses and store licenses</td>
</tr>
<tr>
<td>Title 40, Chapter 14</td>
<td>Permitting franchise tax and other taxation of corporations conduction business in this state</td>
</tr>
<tr>
<td>Title 40, Chapter 23</td>
<td>Sales and use tax</td>
</tr>
</tbody>
</table>
III. CONTRACT PROVISIONS

Statement of Disclosure
A vendor disclosure form (attached) must be completed, signed and submitted to Bishop State Community College if the total bid is $5,000.00 or more.

The successful vendor must furnish the college a Vendor Disclosure from prior to the awarding of the contract. Vendor will comply with all federal guidelines to include but not limited to the Federal Copeland Anti-kick Back Act, Wage Hour Act, EPA Standards and Davis Bacon Act. It is important for the actual wage determination(s) to be physically included in the bid specifications. Contractors need to see the minimum wages they will be required to pay while they develop their cost estimates for work to be performed. Most Davis-Bacon wage determinations are available at www.wdol.gov. This is necessary as this project may be paid using federal funds.

Payments
Payment will be made Net thirty (30) days.

Bishop State pays by invoice. All purchases must be made with BSCC purchase orders. Terms will become a part of the bid. Bid prices must be guaranteed for a period of at least ninety (90) days.

Bishop State Community College is a non-profit state supported institution and as such is tax exempt. Our Tax ID Number is 49-1557. Vendors will comply with ACT No. 2006-557 Subsection 41-4-116 which requires that each vendor, contractor, or their affiliate must certify that it is registered to collect and remit Alabama State and local sales, use and/or lease taxes on all taxable sales and leases in Alabama. By submitting this, the bidder is hereby certifying that they are in full compliance with ACT No. 2006-557.

Other Contract Provisions


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), an Affidavit of Alabama Immigration Law 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.
contract by an ACCS Institution or by the Alabama Community College System to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the Alabama Community College System, 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 Law Compliance obligations.

This proposal is to be made without connection with any other person, company parties making a bid or proposal; and is to be in all aspects fair and in good faith, without collusion or fraud.

IV. SPECIFICATIONS

SPECIFICATIONS

Working from the survey as required by the Scope of Work below:

1. Contractor must repair all sidewalk trip hazards from 1/4” and up to 2” (or more if requested) in designated work areas as shown on proposal map.

2. Contractor must be able to initiate work within 10 days of contract award from Bishop State Community College, and must be able to demonstrate contractor’s ability and experience with this type of work.

3. Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs.

4. Contractor must guarantee the selected repair slope (1:12 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.

5. Contractor may not use any type of “fill” material that deteriorates or breaks apart over time.

6. Contractor must use a data collection device that records the details of the work and transmit the data electronically. The recording device must be able to record sizes of hazards, gps coordinates, hazard locations plotted to a map and address.

7. Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

8. Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or
weakening the concrete panel. Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

9. Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

10. The hardware must be flush to the ground and capable of working at any angle and be capable of performing the required trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.

11. No water-cooling is allowed in mitigation process which creates slurry and contaminates storm drains or causes excessive environmental impact.

12. Contractor must use a dust abatement system, which limits the dust emitted from the equipment.

13. Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor's equipment does cause damage to above, the Bishop State Director of Facilities, Security Office, or Maintenance Department must be notified immediately and damages must be repaired at the contractor's expense within 72 hours of the time the damage occurred.

14. The footprint of the equipment must fit a 3 to 4 foot wide sidewalk panel. For repair sections wider than 4 feet technique to show continuity shall be employed and the repair made to be uniform.

15. Contractor must completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.

16. Contractor to recycle and dispose of all concrete and debris in a proper, environmentally safe manner.

17. Contractor must provide a Safety Plan per work done on specified work. Contractor must provide an employee safety manual that is specific to this type of work. Contractor shall provide means of safety during all work to students, staff, and the general public during all contract work. Work shall be coordinated by time requirements as required by student foot traffic on campuses.

18. Contractor shall submit a detailed invoice setting forth the services performed in accordance with the formula for saw cutting calculations and that all contracted repairs and services were completed.
19. Contractor must electronically submit an itemized summary of all repaired hazards which includes:
- The specific hazard height – both high side and low side measurement – in 8ths of an inch.
- The calculated unit for measurement shall be the average depth of the trip hazard multiplied by the width resulting in an “inch-foot” total.
- The total width of actual repair to the nearest 1/2 foot.
- The physical location of each repair along with GPS.

20. All Invoices must show the cut depth, size, length, width, location and inch-feet calculations. Inch-feet (IF) shall be calculated by multiplying the average depth of the cut by the width of the cut. Example: If a trip hazard is cut 1” on one side and tapered to 0” on the other side of a full 4-foot width sidewalk, it shall be calculated as follows: \( (1" + 0") / 2 \times 4' = 2 \text{ inch-feet} \). \( 2 \text{ IF} \times \text{price per IF} = $ \text{total cost of trip hazard} \).

21. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

Removal of trip hazards to the specifications of this contract must rely upon the following patent numbers listed below by the US Patent and Trademark office. You must be licensed to use these patents to perform this work.

U.S. Pat. No. 7,402,095
U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,000,606
U.S. Pat. No. 6,896,604
U.S. Pat. No. 6,827,074

The successful bidder will provide the following information for each map section prior to the beginning of any work taking place within that section.

This work will be located throughout the 4 campuses of Bishop State Community College with one (1) survey to be submitted to Bishop State Facilities Director.

Work on each section surveyed is expected to be completed per agreement with Bishop State and the Contractor and invoiced on completed and inspected inch feet of tripping hazard as specified.

**Survey:**

1. Identify all vertical trip hazards in a given map section between .25” – 2”.

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Opening Date: June 30, 2016 10:00 a.m. CST
Bishop State Community College, Mobile, AL

-7-
2. Provide a report of the panels of sidewalk that cannot be repaired by your proposal or exceed the 2" threshold. These panels will be considered for removal and replacement or if structurally adequate, be cut by the specified method. These panels will be identified by campus location and GPS coordinates and the number of panels at each address shall be included in the report.

3. The methods of data collection and trip hazard repair require demonstration to assess bid compliance. The demonstration may be of previous trip hazard mitigation work and/or demonstration of cutting on sample hazard and/or proof of licensure to use the above listed patents.

4. After completion of repairs, the Contractor shall submit a listing of all sidewalk panels recommended for replacement. A physical address and GPS coordinates are to be provided for each location with the total number of square feet to be repaired.

HAZARD MITIGATION

1. The final slope on all repaired surfaces must be ADA compliant (1:12 slope)

2. Repairs must meet or exceed OSHA slip resistance guidelines.

3. Repairs must be made without damage to adjacent sidewalks, structures and surrounding yards and landscaped areas. No heavy equipment such as tractors, skid steer loaders, backhoes, etc. will be allowed. Any damage must be repaired by the Contractor, with no expense to the College. The Contractor shall proceed with work using such reasonable care as a prudent individual would have exercised under given circumstances.

4. Trip hazard mitigation must be from edge of sidewalk to edge of sidewalk.

5. Any debris generated from the mitigation process must be removed by the contractor and work area must be cleaned and left in a neat condition.

6. All completed work must have an auditable invoice with address locations of each hazard repaired.

7. No surface filler materials will be allowed for the mitigation of trip hazards (i.e. asphalt, concrete, polymers, etc.).

8. Slab replacement, slab jacking and grinding will not be considered as acceptable alternatives to horizontal cutting.

9. The contractor shall provide a report of progress, site conditions, etc. as requested by Bishop State.

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Bishop State Community College,
Mobile, AL
10. Contractor is expected to complete all mitigation activities for all areas for which a survey is completed as directed by Bishop State Community College.

PRICING

1. Provide a price per Inch Foot for trip hazard mitigation.

Example: If a trip hazard is cut 1” on one side and tapered to 0” on the other side of a full 4-foot width sidewalk, it shall be calculated as follows:

\[
\frac{(1" + 0")}{2} \times 4' = 2 \text{ inch-feet}
\]

SPECIAL NOTES

The Contractor is advised to visit the campus prior to bid opening to be familiar with site and campus details. This will allow the Contractor to understand where all site related work is to be performed regarding the locations of the work and the requirements of the specified survey, related reporting, and invoicing. A survey is to be prepared after award to define all proposed locations of work, where mitigation of trip hazards and hazards between .25 inch and 2 inches, and work to be done according to direction of the college and the Contractors survey as provided by the Contractor as agreed with the College.

Before providing quote, contractor should become familiar with work scope items. Call Frank Williams (251-405-7172) to arrange a site visit so that details of scope are understood.
Form W-9
Request for Taxpayer Identification Number and Certification

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  □ Partnership in an entity other than a limited liability company  □ Other (Specify)

Address (number, street, and apt. or suite no.)

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.

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 check 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.

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)

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.

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<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?
[ ] Yes  [ ] No
If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
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Bid # 2016-05
Opening Date: June 30, 2016 10:00 a.m. CST

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

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

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

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:

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

Signature ____________________________ Date ____________________________

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.
April 17, 2012

RE: Information Required by HB 56

To Whom It May Concern:

As you may know, the State of Alabama has passed a new legislation effective January 1, 2012 requiring anyone receiving state monies to verify they are in compliance with the new immigration law. The legislation requires us to hold payment of services rendered on or after January 1, 2012 until proper verification has been obtained.

- If you are a business that is paid directly by Bishop State Community College, please complete an Affidavit of Alabama Immigration Law Compliance, an E-verify Memorandum of Understanding (www.uscis.gov/everify), and a signed Alabama Immigration Law Compliance contract and return to us.
- If you have already completed this information for another institution, please forward a copy of that to us.
- If you have subcontractors that you employ, you are also required to obtain an Affidavit of Alabama Immigration Law Compliance from them and keep on file at your establishment.

There are several pages included in this packet-including a memorandum further explaining this new law. Please take a few moments and look over this information completely. If you have any questions regarding this, please feel free to contact us directly at (251) 405-7047 or (251) 405-7048. Otherwise, please fill out the appropriate information and return it to us as soon as possible in order to insure no disruption in payment. You may return the information by mail – Bishop State Community College, C/O Business Office, 351 N Broad St. Mobile, AL 36603.

Thank you,

Accounts Payable
Bishop State Community College
MEMORANDUM

TO: Contractors and Grantees
FROM: Bishop State Community College
DATE: April 17, 2012
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 Alabama 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 from provided;
3. Provide your subcontractors notice of their compliance obligations and Obtain from each a notarized Affidavit of Alabama 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. As a Contractor of 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 Alabama Immigration Law Compliance-Contractor and Grantees. Please complete, notarize, and return a copy to the Institution along with your attached E-Verify Memorandum of Understanding. See ALA. CODE 31-31-9 (c).

In turn, you are to obtain from your subcontractors a notarized Affidavit of Alabama Immigration Law Compliance-Subcontractor.

Mailing Campus • 351 North Broad Street • Mobile, Alabama 36603-6898 • (251) 405-7000
Carver Campus • 416 Canton Street • Mobile, Alabama 36607-8399 • (251) 663-8400
Central Campus • 1566 Dr. Martin Luther King Jr. Avenue • Mobile, Alabama 36603-5362 • (251) 405-8600
Southwest Campus • 926 Dauphin Island Parkway • Mobile, Alabama 36605-3899 • (251) 665-4100

A Member of the Alabama Community College System
If you contract with more than one ACCS Institution, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting institution. 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 CONTRACTS ("CONTRACTORS") OF ACCS Institutions for execution by contractors and to be returned to the Institution. To the extent that there is no formal written contract between a contractor and the Institutions, such as where business is conducted by purchase order, this document shall serve as your Alabama Immigration Law Compliance Contract. Similar language will also be in contractual agreements or grant documents with the Institution.
AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE BY A CONTRACTOR OR GRANTEE TO ACCS INSTITUTIONS 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 Law 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 Postsecondary Education (ADPE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the Alabama Department of Postsecondary 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 Law 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 Law 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 ___________________________ , 20___.

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 Institution, it is critical to your relationship (future or continuing) with the Institution 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 Alabama Immigration Law 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 Institution 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 Institution and return the same to the Institution. 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 Institution 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 Institution 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 Institution. To the
fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Institution 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 Institution and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Law 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 LAW COMPLIANCE BY A
SUBCONTRACTOR OR GRANTEE TO ACCS INSTITUTIONS
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 Law 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 Postsecondary Education (ADPE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the Alabama Department of Postsecondary Education, or funds from any political subdivision of the State of Alabama, or any public-funded entity. As determined by 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 Law 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 Law 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 compiled 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 ____________, 20___.
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.
Bid Form

PROJECT NAME: ____________________________________________

COMPANY NAME: __________________________________________

ADDRESS: _______________________________________________

Bid Amount: ____________________________

Option 1: _____________________________________________

Option 2: ______________________________________________

AUTHORIZED SIGNATURE: ________________________________

PRINTED NAME: ___________________ TITLE: ________________

DATE: __________________________ PHONE: __________________