



August 2, 2017

This is your invitation to bid on Basketball Goals and Backboard Equipment for Bishop State Community College Athletics Department. Specifications are enclosed.

The bid opening will be held on Friday, August 15, 2017 at 2:00 p.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 and Business License** must be submitted with the bid packets.

Bids must be sealed and identified **on the envelope** as “**Sealed Bid, (Equipment and Supplies for Bishop State Community College, Automotive and Welding Programs)**”, **Open, Friday, August 15, 2017 at 2:00 p.m.**

Ms. Tonya Banks  
Business Office  
Bishop State Community College  
Administration Building  
351 North Broad Street  
Mobile, AL 36603-5898

**Please complete and sign 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 Athletic Director, Coach Eager at 251-405-7034.

Sincerely,

Dr. Reginald Sykes  
President

RS:tdc

Enclosures

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*Main Campus • 351 North Broad Street • Mobile, Alabama 36603-5898 • (251) 405-7000*  
*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*

Invitation to Bid

**I. INTRODUCTION**

Bishop State Community College plans to purchase equipment for our Athletic Department. Our Gymnasium is located in the Fredericka G. Evans Cultural Center on the Bishop State Community College Main Campus at 351 North Broad Street 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.

Sufficient technical literature must be provided with the bid to enable an evaluation to be made of the proposed equipment and supplies.

All equipment and supplies must be new. Vendors must include installation of equipment.

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

The vendor shall include their State Licensing Board for General Contractor's number with their bid.

**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).

No prices shall include State or Federal Excise Taxes; tax exemption certificates are 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. A bid may be rejected if any of the unit prices are obviously unbalanced or non-competitive.

**Insurance**

Certificate of Insurance must be submitted with bids.

**Warranties**

A written description of any and all warranties must accompany bid.

**Delivery**

Bid must include shipping to Bishop State Community College, Mobile AL.

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.

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

### **Other**

The Athletic Director, Mr. Trenton Eager, is available by appointment only and can be reached at (251) 405-7034.

The bidder may examine the site and inform himself fully in regard to all conditions pertaining to the place where the equipment is to be installed.

All bidders, to the best of their knowledge and belief, must be in compliance with all applicable Federal, Alabama State, county and municipal laws, regulations, resolutions. In particular, if applicable, all bidders must be licensed and permitted in accordance with Title 10, Chapter Article 8, Division 2 (Dealing with Out-of-State corporations doing business within Alabama), Title 34, Chapter 8 (dealing with general contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, grading or any improvement or structure costing \$20,000.00 or more), Title 40, Chapter 12 (dealing with privilege licenses and store licenses), Title Chapter 14 (dealing with permitting franchise tax and other taxation of corporations conduction business in this state), Title 40, Chapter 23 (dealing with sales and use tax), Title 39, Chapter 1 (dealing with submission of performance bonds, payment bands and advertising the completion or public works contracts), Title 39, Chapter 3 (dealing with use of domestic products and workmen and laborers who have actually resided in for two years next preceding such employment on public works contracts), Code of Alabama 1975, as amended; provided, the bidder is not exempted the above mentioned Code Sections elsewhere in the Code.

### **III. Contract Provisions**

A vendor disclosure form (attached) must be completed, signed and submitted to Bishop State Community College within ten (10) days of the bid award 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](http://www.wdol.gov). This is necessary as this project may be paid using federal funds.

The contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.

#### **General**

(a) Contracts in excess of the small purchase threshold (\$25,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(b) All contracts in excess of the small purchase threshold (\$25,000) shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the Federal awarding agency may accept the bonding policy and requirements of the recipient, provided the Federal awarding agency has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows.

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The

"bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

(d) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

### **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**

**Equal Employment Opportunity** -All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment

Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

**Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. -All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**Davis-Bacon Act**, as amended (40 U.S.C. 276a to a-7) -When required by Federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333) -Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

transmission of intelligence.

**Debarment and Suspension (E.O.S 12549 and 12689)** -No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded Federal Procurement or Non procurement Programs in accordance with 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

As outlined in Federal Code of Regulations 2CFR all contracts awarded by recipients and their contractors shall contain all other regulations as outlined in Section 215.48(e).



#### **IV. Specifications**

The College is soliciting bids for the purchase and installation of backboards and goals. We want to replace our old basketball backboards and goals and refurbish the framework from which the backboards hang. During the installation all wires must be hid and out of sight to original place.

- 1. Collegiate Aluminum Frame Rectangular Glass Backboard.** The backboard shall be fabricated with aluminum frame constructed of 0.200" thick extruded "F" channel with steel corner brackets. All steel components shall be powder coated with a durable finish. Aluminum-capped frame will not be acceptable. Acrylic cushioning pad shall be used between steel mounting plate and glass to protect against possible breakage. **Backboard shall meet NJCAA and ACCS requirements.**
  
- 2. Collegiate Positive Lock Break-Away Goal.** The goal shall be constructed with an enclosed positive lock mechanism to hold rim in solid playing position. Goal shall be designed so that any possible entrapment areas have been eliminated. Goal shall have official size 18" ring of 5/8" diameter steel with continuous no-tie net attachment, full wing brace design, and a durable orange powder coated finish. Anti-whip net and hardware shall be included. **Goal shall meet NJCAA and ACCS requirements.**

**PROPOSAL FORM**

To: BISHOP STATE COMMUNITY COLLEGE

Date:

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of **WORK**

The Bidder, which is organized and existing under the laws of the State of \_\_\_\_\_, having its principal offices in the City of \_\_\_\_\_, is:

- A Corporation or Partnership
- An individual
- Other

**LISTING OF PARTNERS OR OFFICERS:** If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

**BIDDER'S REPRESENTATION:** The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

**ADDENDA:** The Bidder acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ inclusively.

**BASE BID:** For construction complete as shown and specified, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATES:** If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:

- For Alternate No. 1 (.....) (add)/(deduct) \$ \_\_\_\_\_
- For Alternate No. 2 (.....) (add)/(deduct) \$ \_\_\_\_\_
- For Alternate No. 3 (.....) (add)/(deduct) \$ \_\_\_\_\_

**UNIT PRICES - (See Attachment)**

**BID SECURITY:** The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: (Mark the appropriate box and provide the applicable information.)

Bid Bond, executed by \_\_\_\_\_ as Surety,

a cashier's check on the \_\_\_\_\_ Bank of \_\_\_\_\_,

for the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) made payable to the Awarding Authority.

**BIDDER'S ALABAMA LICENSE:**

State License for General Contracting: \_\_\_\_\_  
License Number Bid Limit Type(s) of Work

**CERTIFICATIONS:** The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder \_\_\_\_\_

Mailing Address \_\_\_\_\_

By (Legal Signature) \_\_\_\_\_

\* Name (type or print) \_\_\_\_\_ (Seal)

\* Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

**Request for Taxpayer  
 Identification Number and Certification**

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

**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) ▶ .....  Exempt payee  
 Other (see instructions) ▶

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

**City, state, and ZIP code**

**List account number(s) here** (optional)

**Requester's name and address** (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.

Social security number

OR

Employer identification number

**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:

- 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.

**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:

- 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/<br>PUBLIC EMPLOYEE | STATE DEPARTMENT/<br>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:** AUGUST 3, 2017  
**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**.