April 28, 2016

This is your invitation to bid on the **Epoxy Floor Coating for Auto Tech Building** for Bishop State Community College Carver Campus. Specifications are enclosed.

The bid opening will be held on Wednesday, May 4, 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, (Epoxy Floor Coating for Auto Tech Building for Bishop State Community College Carver Campus)”, Open, Wednesday, May 4, 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 Alabama Immigration Law Compliance, 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 Epoxy Floor Coating for Auto Tech Building on our Carver Campus located at 414 Stanton Rd. Mobile, AL 36617.

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.

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<tr>
<th>Code of Alabama</th>
<th>General Description</th>
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<tr>
<td>Title 10, Chapter 8A</td>
<td>Out-of-State corporations doing business within Alabama</td>
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<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>
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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

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<tr>
<th>Title 39, Chapter 3</th>
<th>Use of domestic products and workmen and laborers who have actually resided in for two years next preceding such employment on public works contracts</th>
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<td>Title 40, Chapter 12</td>
<td>Privilege licenses and store licenses</td>
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<td>Title 40, Chapter 14</td>
<td>Permitting franchise tax and other taxation of corporations conduction business in this state</td>
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<tr>
<td>Title 40, Chapter 23</td>
<td>Sales and use tax</td>
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</table>
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 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

Contractor shall complete a professional installation and application of an epoxy coating “ArmorSeal HS Epoxy” (“Aircraft Hangar/Industrial Plant Coating”) system as provided and guided by Sherwin Williams (S-W) Technical Service Department and related technical and installation documentation, some of which is specified herein. The application and installation shall be completed with full consideration for safety for contractor personnel and College staff and students using appropriate OSHA safety guidelines and any required protective personal equipment (PPE). Care and protection of all existing equipment and campus work site shall be made during and throughout all work.

SCOPE OF WORK:

1. Apply full ArmorSeal 2 part Epoxy Polymer System Floor coating (“Aircraft Hangar/Industrial Plant Coating”) providing product as provided by Sherwin-Williams Technical Service
Product(s) to be professionally applied to approximately 7,000 square feet in Carver Campus, Auto Body Tech Building on Stanton Drive; Mobile, Alabama. Contractor will be required to observe and measure site of work and all areas to be coated prior to bidding by arrangement with Facility Director Frank Williams (251) 405-7172, available Monday May 2, 2016 from 1 pm to 3 pm or other time by request.

2. Apply yellow painted lane designation lines and markings as directed by Auto Body Tech Lead Instructor, Rick Everett and Facilities Director Frank Williams. Workmanship shall be highest professional standards with a completed installation/application inspected by a qualified Bishop State representative and in a ready to use state.

3. Contractor shall use the following surface preparation and product application specifications and guidelines. Facilities Director will approve color/shade (gray) before application

4. Contractor shall complete this scope of work during the period from May 9, 2016 through May 16, 2016 making proper arrangements of personnel and any required evening or weekend work. Arrangement for earlier start may be possible.

Installation

The following information shall be used as a guideline for the installation of the AIRCRAFT HANGAR / INDUSTRIAL PLANT COATING Floor Epoxy System. Contact the S-W Technical Service Department (251-471-1438) for assistance prior to application.

Surface Preparation — General

This polymer system is to be applied to a concrete floor. General Polymers systems can be applied to a variety of substrates, if the substrate is properly prepared. Preparation of surfaces other than concrete will depend on the type of substrate, such as wood, concreteblock, quarry tile, etc. Should there be any questions regard a specific substrate or condition, please contact the S-W Technical Service Department (251-471-1438) prior to starting the project. Refer to Surface Preparation below.

Surface Preparation — Concrete
Concrete surfaces shall be abrasive blasted to remove all surface contaminants and laitance. The prepared concrete shall have a surface profile equal to CSP 1-3. Refer to Form G-1 S-W Technical Service Department document. After initial preparation has occurred, inspect the concrete for bug holes, voids, fins and other imperfections. Excessive surface profile may require a body coat prior to system application. Protrusions shall be ground smooth while voids shall be filled with a General Polymers system filler. For specific recommendations regarding this floor project, consult the Sherwin-Williams Technical Service Department (251-471-1438).

Temperature

Throughout the application process, substrate temperature should be 50°F - 95°F. Substrate temperature must be at least 5°F above the dew point. Applications on concrete substrate should occur while temperature is falling to lessen off gassing. The materials should not be applied in direct sunlight, if possible.

Provide the coating system as designated by Sherwin-Williams Technical Service Department (251-471-1438) in all its correct mixing of parts and components mixed and applied per manufacturer’s directions for Primer and Seal Coat. Contractor shall observe all materials processing and mixing directions, temperature guidelines, application coverage rates, and other application and installation components and directions. Sherwin Williams parts and components numbers are used for:

Primer

**Mixing and Application**

1. Premix 3579A (resin) separately, using a low speed drill and Jiffy blade. Mix for one minute and until uniform, exercising caution not to whip air into the materials.
2. Add 2 parts 3579A (resin) to 1 part 3579B (hardener) by volume. Mix with low speed drill and Jiffy blade for three minutes and until uniform. Apply via brush, roller, or spray at a rate of 150-200 square feet per gallon, evenly, with no puddles.

Seal Coat

**Mixing and Application**

1. Premix 4638A (resin) using a low speed drill and Jiffy blade. Mix for one minute and until uniform, exercising caution not to whip air into the materials.
2. Add 2 parts 4638A (resin) to 1 part 4638B (hardener) by volume. Mix with low speed drill and Jiffy blade for three minutes and until uniform. Apply material via airless spray or with a 1/4” nap roller at a
spread rate of 400-500 sq. ft. per gallon.
3. Repeat Steps 1 & 2. Allow to cure at least 24 hours before opening to light foot traffic. Total system shall be 10-12 DFT mils.

**Application Equipment**

**Brush / Roller**

Use 1/4” phenolic core rollers and professional quality, medium stiff natural bristle brushes.

**Cleanup**

Clean up mixing and application equipment immediately after use. Use toluene or xylene. Observe all fire and health precautions when handling or storing solvents.

**Safety**

Refer to the MSDS sheet before use. All applicable federal, state, local and particular plant safety guidelines must be followed during the handling and installation and cure of these materials. Safe and proper disposal of excess materials shall be done in accordance with applicable federal, state, and local codes.

**Material Storage**

Store materials in a temperature controlled environment (50ºF - 90ºF) and out of direct sunlight. Keep resins, hardeners, and solvents separated from each other and away from sources of ignition.

From Sherwin-Williams Technical Form G-1, contractor shall follow these and all parts of all related supplier and vendors directions.

**SURFACE PREPARATION**

The contractor responsible for the installation of the polymer system shall be provided a substrate that is clean, durable, flat, pitched to specifications, SSD and free of surface contaminants. Providing the "proper substrate" is the responsibility of Bishop State Community College, the owner's appointed representative and the concrete contractor, unless specifically stated otherwise. Regardless of responsibility, the steps listed below must be accomplished prior to the placement of a bonded polymer system on concrete.

**PROPER SURFACE PREPARATION**

Bid # 2016-04
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Proper surface preparation includes the following:
1. Inspection of the concrete substrate
2. Removal and replacement of non-durable concrete
3. Decontamination of the concrete surface
4. Creation of surface profile
5. Repair of surface irregularities

1. **Inspection of the concrete substrate** to determine its general condition, soundness, presence of contaminants, presence of moisture vapor emissions and the best methods to use in preparation of the surface to meet the requirements of the owner or the owner's appointed representative is critical. A proper evaluation will lead to the selection of the proper tools and equipment to accomplish the objective.

2. **Removal and replacement of non-durable concrete** must be accomplished prior to installation of the polymer system. Localized weak or deteriorated concrete must be removed to sound concrete and replaced with cementitious or polymer concrete repair mortars, or an engineered concrete mix design utilizing GP4700 series polyacrylate polymer additive. For application of these systems and compatibility with the selected polymer sealer, coating, lining or topping refer to the System Bulletins, Technical Data Sheets or the Technical Services Department. Occasionally, plain fresh concrete is required and must be bonded to existing concrete. When bonding fresh concrete to existing, prepare the existing concrete surface by scabbling, scarifying, abrasive (sand) blasting, needle scaling, high pressure water jetting (5,000 to 45,000 psi), or steel shotblasting. Apply a low modulus epoxy as the bonding agent at a rate of 80 square feet per gallon for a WFT of 20 mils, and then place the fresh concrete or mortar. Bonding to lightweight concrete may require a second coat of epoxy if the first coat is readily absorbed into the concrete surface. Always place the fresh concrete within the open time of the epoxy, while the epoxy-bonding agent is still wet. Rough concrete surfaces will require additional material depending on the surface profile. Fresh concrete should have a low water cement ratio (w/c) not to exceed 0.40. When bonding fresh concrete containing latex polymer admixtures, check compatibility of the latex modified concrete mixture by either installing a test patch and performing a pull-off test, or by conducting a slant shear test in accordance with ASTM C 882, in an independent concrete testing laboratory.

3. **Decontamination of the concrete surface** requires the removal of oils, grease, wax, fatty acids and other contaminants, and may be accomplished by the use of detergent scrubbing with a heavy duty cleaner/degreaser, low pressure water cleaning (less than 5,000 psi), steam cleaning, or chemical cleaning. The success of these methods is dependent upon the depth of penetration of the contaminant; which is completely dependent upon the contaminant’s viscosity, the concrete’s permeability and the duration of exposure. Special care should be taken when preparing concrete at this "in use" facility for repair, replacement or an initial floor topping.

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A simple method to ensure you have sound concrete is to test the pH. The chemistry of concrete is alkaline in nature. Normal concrete should be in the range of 11 to 13. Most of the contaminants mentioned are neutral to acidic in nature. After preparation test the floor in multiple locations using distilled water and the pH paper. If the pH is 10 or lower additional preparation will be required to ensure a good bond. In areas where the contaminants can not be removed, the contaminated concrete must be removed and replaced as in 2., above.

CAUTION: Decontamination methods that introduce large amounts of water may contribute to moisture related problems as referenced in APPENDIX A; S-W Tech Publication.

4. Creation of surface profile can be accomplished by a number of methods each utilizing a selection of tools, equipment and materials to accomplish the intended purpose, (See METHODS OF SURFACE PREPARATION below). Selection is dependent upon the type of surface to be prepared and the type of system to be installed. In addition, floors, walls, ceilings, trenches, tanks and sumps each have their own particular requirements. The type and thickness of the selected polymer system also plays an important role in the selection process. Regardless of the method selected or tools employed, we must provide a surface that will accept the application of polymer-based products and allow the mechanical bond of the polymer securely to the concrete.

5. Repair of surface irregularities including bugholes, spalls, cracks, deteriorated joints, slopes, areas near transition zones, such as around drains and doorways, etc. must be repaired prior to the placement of the polymer system and/or the system must be designed to off-set the thickness of the irregularities. For removal and replacement information and materials, refer to item 2., above. For bugholes and other minor surface irregularities, fill with Epoxy Quick Patch (GP3500), GP4700 Instant Patch Resin or the system resin mixed with a vertical grade aggregate. For treatment of cracks and joints refer to The Sherwin-Williams Company Technical Service Publication section for this product entitled “Crack Isolation”. For additional questions, contact the Technical Service Department or, your local sales representative for specific recommendations.

METHODS OF SURFACE PREPARATION

Depending upon conditions of the concrete one or more methods of surface preparation may be required. It is common for decontamination to precede mechanical preparation, and if necessary a second decontamination to follow.

The preferred methods for creation of a surface profile, including the removal of dirt, dust, laitance and curing compounds, is steel shotblasting, abrasive (sand) blasting or scarifying. The steel shotblasting or vacuum blasting process is commonly referenced by equipment brand names, such as, Blastrac, Vacu-Blast, Shot-Blast, etc.
Preparation of application surfaces should be adequate for proper application as determined by agreement between The Sherwin-Williams Company Technical Service Department Representative, the contractor, and Bishop State representatives.

**Inspections, Evaluations, and Warranty**
Contractor shall evaluate the floor surfaces with a representative of The Sherwin-Williams Company Technical Service Department or designated representative prior to beginning work, re-evaluate the floor surfaces again after completing surface preparation, and examine installation of components as determined by a representative of The Sherwin-Williams company. Contractor shall arrange an inspection at completion of work with a representative of The Sherwin-Williams Company Technical Service Department and Bishop State Community College Facilities Director at which time a product warranty shall be arranged and issued.

**Contractor shall provide safe coordination of all equipment, materials, and supplies** during all activities while on Bishop State property; secure all equipment, materials, and supplies when leaving the work area including securing all hazardous materials, and work tools. Any damage of Bishop State property or equipment done while completing this scope of work shall be the responsibility of the contractor. Contractor shall coordinate all activities with Bishop State security personnel and campus police prior to beginning work.

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.
# State of Alabama Disclosure Statement

(Required by Act 2001-955)

## ENTITY Completing Form

**STATE**: [State Name]

**ADDRESS**: [Address]

**CITY, STATE, ZIP**: [City, State, Zip]

**PHONE NUMBER**: [Phone Number]

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## STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

**ADDRESS**: [Address]

**CITY, STATE, ZIP**: [City, State, Zip]

**PHONE NUMBER**: [Phone Number]

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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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<tr>
<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.

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<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 or indirectly benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
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**Bid # 2016-04**

**Bishop State Community College, Mobile, AL**

**Opening Date**: May 4, 2016 10:00 a.m. CST

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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.)

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<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/AGENCY WHERE EMPLOYED</th>
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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:

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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 2001-655 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 at 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.
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 Beacon-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 Beacon-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 hire, 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, job site 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 Beacon-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.
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) Reason-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 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 ___________________________, ______
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: _________________________

Bid # 2016-04
Opening Date: May 4, 2016 10:00 a.m. CST
Bishop State Community College,
Mobile, AL