

Bid: New/Replacement Large Equipment

For: New Carver School of MST Campus (formerly Cloverdale) and
Carver 9th Grade Academy Campus

Due: March 26, 2021 @ 10:30 a.m.

The Dothan City Board of Education will accept sealed bids for **LARGE EQUIPMENT** for the system's Child Nutrition Program in accordance with the enclosed conditions and specifications. Envelopes containing the bids should be sealed and clearly marked "**CNP BID: Large Equipment 2021**" and addressed to Dothan City Board of Education, Attn: Child Nutrition Program, 1665 Honeysuckle Road, Suite 1, Dothan, Alabama 36305. Please allow ample time for delivery by the postal service. Bids received late will not be considered. Bids may be hand delivered to the Dothan City Board of Education Office, 1665 Honeysuckle Road, Suite 1, Dothan, Alabama. If you are unable to bid please let it be known in writing. Otherwise, you may be considered an uninterested bidder and your company subject to removal from the approved vendor list. The bidder shall comply with all requirements contained herein. The submittal of a bid indicates the bidder's agreement to all terms and conditions of this Invitation to Bid.

This contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama. Contractors providing service under this invitation to bid, herewith, assures the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations (41 CFR Part 60). State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices. Contractor shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment for audit purposes and to make said records available upon request

Each bidder must furnish a bid bond totaling five percent (5%) of the total bid amount, not to exceed \$10,000.00. In lieu of the bid bond, a certified check for the amount will be accepted. A company check is **NOT** acceptable. All checks will be returned at the time the bid is awarded and a contract is signed.

All bidders must make proposal in accordance with the requirements and specifications, on the proposal form provided, or bid will not be considered. Bid is a bottom-line bid and will be awarded to the lowest responsible bidder meeting terms and conditions outlined in this invitation. The Dothan City School Board of Education reserves the right to reject any and/or all bids or any part thereof; to waive technicalities or informalities; and to award the contract to other than the low bidder.

The Dothan City School Board of Education reserves the right to purchase additional large equipment items as specified in this bid from the successful bidder at the same pricing structure for a period of 120 days (from initial Board of Education approval).

Question concerning this Invitation to Bid should be directed to the Child Nutrition Program Director, Tonya Grier @ 334-793-1397 x236254 or email: tgrier@dothan.k12.al.us

Please return ONLY the following documents in your completed bid packet:

- ◆ Vendor Certification (pg 9 & 10)
 - ◆ Debarment Certification (pg 11)
 - ◆ Proof of compliance w/ Alabama Immigration Law-H.B. 56 (pg 13, 14, & 15)
 - Notice of Alabama Immigration Law Compliance **and** E-Verify Memorandum of Understanding [See ALA. CODE§ 31-13-9 (c)]
 - Affidavit of Alabama Immigration Compliance by a CONTRACTOR (notarized)
 - Affidavit of Alabama Immigration Compliance by a SUBCONTRACTOR (notarized)
 - ◆ Bid Bond or Certified Check
 - ◆ Proof of General Liability insurance
 - ◆ Proof of Workers Compensation coverage
-

GENERAL RESPONSIBILITIES OF BIDDERS:

1. Visit to job site to verify dimensions and shelving layout fit within space provided and access for getting equipment into building:

Site Addresses:

Carver School for MST (new location) – 303 Rollins Ave Dothan, Alabama 36301

Carver 9th Grade Academy Campus – 1001 Webb Road, Dothan, Alabama 36303

2. Verify all electrical requirements

PROPOSED VARIANCES TO BID SPECIFICATIONS:

BIDDERS MUST OBTAIN PRIOR APPROVAL IF NOT BIDDING SPECIFIED ITEMS. ANY AND ALL PROPOSED VARIANCES IN CONSTRUCTION, DESIGN, PERFORMANCE AND ACCESSORIES FROM THE ITEM SPECIFIED MUST BE SUBMITTED IN WRITING TO THE CHILD NUTRITION PROGRAM DIRECTOR FOR APPROVAL AT LEAST 10 WORKING DAYS PRIOR TO BID OPENING. WRITTEN SPECIFICATIONS AND ALL APPLICABLE DIAGRAMS SHALL BE PART OF THE WRITTEN REQUEST. ALL OTHER TERMS AND CONDITIONS OF THE BID APPLY

ITEM #1: LED LIGHT FIXTURES:**Required Features:**

- 48" 2-bulb LED light fixtures; installed in existing walk-in freezer.
- Contractor must furnish LED bulbs.

Model: Kason 48LED2 or approved equal**Quantity Required:** 2 ea**ITEM #2: CANTILEVERED SHELVING UNITS****Required Features:**

- No tools needed for shelving adjustment. Just lift & pull
- Posts are 72" high with front adjustable feet
- Capacity of 1500 lb per shelf
- Aluminum construction
- 4-shelf unit; unit ships set-up
- NSF
- five (5) year guarantee on workmanship and material

Brand: SPG International (Kelmax) or approved equal**Quantity Required:** 60"x24"x72" – 1 ea

54"x24"x72" – 2 ea

ITEM #3: DUNNAGE RACKS – 60"**Required Features:**

- One tier; square bar; 60" W x 24"D x 12"H
- Capacity of 2000 lb load capacity (evenly distributed)
- Aluminum finish
- NSF

Brand/Model: Advance Tabco DUN-2460 or approved equal**Quantity Required:** 5 ea**ITEM #4: DUNNAGE RACKS – 48"****Required Features:**

- One tier; square bar; 48" W x 24"D x 12"H
- Capacity of 1800 lb load capacity (evenly distributed)
- Aluminum finish
- NSF

Brand/Model: Advance Tabco DUN-2448 or approved equal**Quantity Required:** 4 ea

ITEM #5: DUNNAGE RACKS – 36”

Required Features:

- One tier; square bar; 36” W x 24”D x 12”H
- Capacity of 1500 lb load capacity (evenly distributed)
- Aluminum finish
- NSF

Brand: Advance Tabco DUN-2436 or approved equal

Quantity Required: 5 ea

ITEM #6: Work Table w/ Drawer – 96”L

Required Features:

- 14-gauge stainless steel work table w/ rolled edge front; 96”L x 24”W x 34”H
- front & end edges to have square (90°) turn down; all corners welded, ground & polished
- integral backsplash provided where table abuts the wall;
- backsplash at rear & right end formed up minimum 5”; backsplash ends to be closed and welded
- perimeter braced w/ 1½” x 1½” x ¼” galvanized iron angles
- braced at center lengthwise & laterally w/ 1” x 4” x 1” 12-gauge galvanized channels; bracing stud bolted to underside of top
- sound deadening spray on bottom side of sink & drainboards; painted gray
- 1½” 16-gauge stainless steel legs & gussets welded to underbracing; adjustable stainless steel bullet feet
- full length 18-gauge stainless steel fixed and welded undershelf; corners of shelf notched to fit tubing uprights and welded to same
- two drawer assemblies required; each furnished w/ 18-gauge stainless steel removable pan liner; one piece, die stamped and fully coved corners
- 16-gauge face w/ channel hand pull along top edge of drawer; set-in stainless steel channel frame & mounted stainless steel roller bearing

Brand: Winholt or Low Temp Industries or approved equal

Quantity Required: 1 ea

ITEM #7: Work Table – 60”L

Required Features:

- 14 gauge stainless steel work table w/ rolled edge front; 60”L x 24”W x 34”H
- front & end edges to have square (90°) turn down; all corners welded, ground & polished
- integral backsplash provided where table abuts the wall;
- backsplash at rear & left end formed up minimum 5”; backsplash ends to be closed and welded
- perimeter braced w/ 1½” x 1½” x ¼” galvanized iron angles
- braced at center lengthwise & laterally w/ 1” x 4” x 1” 12-gauge galvanized channels; bracing stud bolted to underside of top
- sound deadening spray on bottom side of sink & drainboards; painted gray
- 1½” 16-gauge stainless steel legs & gussets welded to underbracing; adjustable stainless steel bullet feet
- full length 18-gauge stainless steel fixed and welded undershelf; corners of shelf notched to fit tubing uprights and welded to same

Brand: Winholt or Low Temp Industries or approved equal

Quantity Required: 1 ea

ITEM #8: Work Table w/ Drawer – 120”L

Required Features:

- 14 gauge stainless steel work table w/ rolled edge front; 120”L x 24”W x 34”H
- front & end edges to have square (90°) turn down; all corners welded, ground & polished
- integral backsplash provided where table abuts the wall;
- backsplash at rear & right end formed up minimum 5”; backsplash ends to be closed and welded
- perimeter braced w/ 1½” x 1½” x ⅝” galvanized iron angles
- braced at center lengthwise & laterally w/ 1” x 4” x 1” 12-gauge galvanized channels; bracing stud bolted to underside of top
- sound deadening spray on bottom side of sink & drainboards; painted gray
- 1⅝” 16-gauge stainless steel legs & gussets welded to underbracing; adjustable stainless steel bullet feet
- full length 18-gauge stainless steel fixed and welded undershelf; corners of shelf notched to fit tubing uprights and welded to same
- two drawer assemblies required; each furnished w/ 18-gauge stainless steel removable pan liner; one piece, die stamped and fully coved corners
- 16-gauge face w/ channel hand pull along top edge of drawer; set-in stainless steel channel frame & mounted stainless steel roller bearing

Brand: Winholt or Low Temp Industries or approved equal

Quantity Required: 1 ea

ITEM #9: Baker’s Table – 60”L

Required Features:

- 14 gauge stainless steel baker’s table w/ rolled edge front; 60”L x 36”W x 34”H
- rear & ends to have top turned up minimum 5” forming integral splash
- backsplash at rear & right end formed up minimum 5”; backsplash ends to be closed and welded
- front top corners of splash shall be cut w/ radius corner
- perimeter braced w/ 1½” x 1½” x ⅝” galvanized iron angles
- braced at center lengthwise & laterally w/ 1” x 4” x 1” 12-gauge galvanized channels; bracing stud bolted to underside of top
- 1⅝” 16-gauge stainless steel legs & cross rail assembly attached to gussets welded on underside of table top; adjustable stainless steel bullet feet

Brand: Winholt or Low Temp Industries or approved equal

Quantity Required: 1 ea

ITEM #10: Island Work Table – 60”L

Required Features:

- 14 gauge stainless steel work table w/ rolled edge front; 60”L x 30”W x 34”H
- front & end edges to have square (90°) turn down; all corners welded, ground & polished
- perimeter braced w/ 1½” x 1½” x ⅝” galvanized iron angles
- braced at center lengthwise & laterally w/ 1” x 4” x 1” 12-gauge galvanized channels; bracing stud bolted to underside of top
- sound deadening spray on bottom side of sink & drainboards; painted gray
- 1⅝” 16-gauge stainless steel legs & gussets welded to underbracing; adjustable stainless steel bullet feet
- full length 18-gauge stainless steel fixed and welded undershelf; corners of shelf notched to fit tubing uprights and welded to same

Brand: Winholt or Low Temp Industries or approved equal

Quantity Required: 1 ea

ITEM #11: Three Compartment Sink

Required Features:

- 3-compartment sink w/ two (2) drainboards
- 13'6"L x 27½"W x 37"H to top of rolled rim (overall height shall not exceed 43" including the splash)
- all compartments measuring 30" left to right x 24" front to back x 12" deep inside dimensions
- sink constructed entirely of 14-gauge type 18-8 stainless steel w/ all internal corners coved on ¾" radius
- front, bottom, & back of sink to be formed from one sheet; all partitions double walled, fully welded w/ no straps, beads or unsanitary crevices between compartments
- splash to be integral 12"H w/ 2" return on 45° angle to wall ; ends closed & welded; 1" diameter holes punched in splash for faucets
- each compartment furnished w/ a lever drain & overflow w/ a removable strainer set into die-stamped opening
- die-formed star in sink bottom to insure proper drainage
- provide a stainless steel rod handle support bracket for each lever drain
- Drain Boards:
 - two (2) 36"L integral drain boards to be constructed of same material and finish as sink; w/ back splash a continuation of sink splash
 - interior corners to be ¾" radius
 - front & end rims to be approx 3"H w/ 1½" diameter 180° rolled rim
 - drain boards constructed w/ a pitch to allow drainage into sink
 - backsplash and from rim not pitched – to remain level
- sound deadening spray on bottom side of sink & drainboards; painted gray
- sink & drain board to be supported on 1⅝" stainless steel legs & cross rail assembly attached to gussets welded to stainless steel corner plates below sink and to stainless steel channel reinforcing underside of drain boards; adjustable stainless steel bullet feet
- provide two (2) T & S B-0231 faucets mounted over partitions of sink

Brand: Winholt or Low Temp Industries or approved equal

Quantity Required: 1 ea

ITEM #12: Two Compartment Sink

Required Features:

- 2-compartment sink w/ two (2) drainboards
- 9'L x 27½"W x 37"H to top of rolled rim (overall height shall not exceed 43" including the splash)
- all compartments measuring 30" left to right x 24" front to back x 12" deep inside dimensions
- sink constructed entirely of 14-gauge type 18-8 stainless steel w/ all internal corners coved on ¾" radius
- front, bottom, & back of sink to be formed from one sheet; all partitions double walled, fully welded w/ no straps, beads or unsanitary crevices between compartments
- splash to be integral 12"H w/ 2" return on 45° angle to wall ; ends closed & welded; 1" diameter holes punched in splash for faucets
- each compartment furnished w/ a lever drain & overflow w/ a removable strainer set into die-stamped opening
- die-formed star in sink bottom to insure proper drainage
- provide a stainless steel rod handle support bracket for each lever drain
- Drain Boards:
 - two (2) 24"L integral right hand drain boards to be constructed of same material and finish as sink; w/ back splash a continuation of sink splash
 - interior corners to be ¾" radius
 - front & end rims to be approx 3"H w/ 1½" diameter 180° rolled rim
 - drain boards constructed w/ a pitch to allow drainage into sink
 - backsplash and from rim not pitched – to remain level

- sound deadening spray on bottom side of sink & drainboards; painted gray
- sink & drain board to be supported on 1⁵/₈" stainless steel legs & cross rail assembly attached to gussets welded to stainless steel corner plates below sink and to stainless steel channel reinforcing underside of drain boards; adjustable stainless steel bullet feet
- provide one (1) T & S B-0231 faucets mounted over partitions of sink

Brand: Winholt or Low Temp Industries or approved equal

Quantity Required: 1 ea

ITEM #13: Convection Oven, Gas

Required Features:

- gas convection oven
- single deck, bakery depth
- solid state controls
- interior light
- stainless steel front, top & sides
- 26" legs
- 72,000 BTU
- CSA, NSF
- natural gas
- standard power system
- 120v/60/1 ph, 7.9 amps, NEMA 5-15P, standard
- One (1) year parts & labor warranty

Brand/Model: Southbend Model SLGB/125C or approved equal

Quantity Required: 1 ea

ITEM #14: Mobile Heated Cabinet

Required Features:

- humidified holding cabinet
- one compartment, full height, insulated
- capacity: thirty-six (36) 12"x20" or eighteen (18) 18"x26" pans
- universal slides
- one (1) solid, field reversible door; stainless steel door standard
- electronic controls
- top-mounted forced air heat w/ water reservoir
- autofill water connection
- stainless steel construction
- four (4) 5" swivel casters, 2 w/ brakes
- 120v/60/1 ph, 2100 watts, 17.5 amps
- 10 ft cord w/ NEMA 5-20P, standard
- Three (3) year parts & labor warranty, standard

Brand: Carter-Hoffmann HL10-18 or approved equal

Quantity Required: 2 ea

ITEM #15: Reach-in Refrigerator, 2-Door

Required Features:

- reach-in refrigerator
- two-section
- self-contained bottom mount refrigeration
- minimum 49 cubic feet capacity
- two (2) stainless steel, reversible doors w/ locks
- +33°/+41°F temperature range
- LED light
- six (6) vinyl coated steel shelves
- 304 stainless steel interior
- galvanized & stainless steel exterior
- heavy duty casters
- R290 hydrocarbon refrigerant
- ¼ HP, 115v/60/1 ph, 0.5w, 4.5 AMPS
- NEMA 5-15p, ETL-SANITATION
- Three (3) year warranty, standard
- Five (5) year compressor warranty

Brand: Kelvinator Commercial Model KCHRI54R2DRE or approved equal

Quantity Required: **2 ea** (1 for Carver School, 1 for Carver Academy)

Vendor Certification

Dothan City Schools
Child Nutrition Programs

Bid: Large Equipment 2021
Due: March 26, 2021 @ 10:30 a.m.

In compliance with this invitation to bid, the undersigned proposes to provide and install LARGE EQUIPMENT as outlined in the attached specifications. The prices listed on the bid document are the net cost per item for project completion.

ITEM #	DESCRIPTION	NET COST
#1	LED Light Fixture	_____
#2	Cantilevered Shelving	_____
#3	Dunnage rack, 60"	_____
#4	Dunnage rack, 48"	_____
#5	Dunnage rack, 36"	_____
#6	S/S Work table w/ Drawers, 96"	_____
#7	S/S Work table, 60"	_____
#8	S/S Work table w/ Drawers, 120"	_____
#9	S/S Baker's table, 60"	_____
#10	S/S Island Work table, 60"	_____
#11	Three-compartment Sink	_____
#12	Two-compartment Sink	_____
#13	Convection oven, gas	_____
#14	Mobile Heated Cabinet	_____
#15	Reach-in refrigerator, 2-door	_____

TOTAL \$

Certification continued on next page....

Bid: Large Equipment 2021

Due: March 26, 2021 @ 10:30 a.m.

I certify by my signature below that the terms and conditions of this bid are understood and accepted, and that I have the authority to obligate the company listed below to perform under the conditions outlined in the attached invitation to bid. **Bid closes at 10:30 a.m. Friday, March 26, 2021.**

SIGNATURE

PRINTED NAME

EMAIL ADDRESS (PLEASE PRINT)

COMPANY NAME (PLEASE PRINT)

BUSINESS LICENSE #

ADDRESS

TELEPHONE

CITY, STATE, ZIP

DATE

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

WALK-IN COOLER/FREEZERS

Project Name (RFP #)

Name of Authorized Representative (please print)

Signature

Signature

Date

DEBARMENT CERTIFICATION - INSTRUCTIONS

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of Dothan City Schools

As a Contractor, as defined in the Act, to the Local Board of Education ("Board"), 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 the attached E-Verify Memorandum of Understanding. If you do not believe these obligations apply to you, please notify the Board immediately.

Every contract entered into by the Board 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 and unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute and 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, r other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any tern 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 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

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 award of any contract by a local school board (the "Board") or 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 a local school board). 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), 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 _____, 20___. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public

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 award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an 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 Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE 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 contractor), 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 _____, 20____. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public