

RETURN THIS DOCUMENT IN SEALED BID PACKET Labeled "Branded Pizza Concept Proposal"

**Elmore County Public Schools
Hale County Public Schools
Randolph County Public Schools
Andalusia Public Schools
Tallassee Public Schools
Opelika Public Schools
Tuscaloosa County Schools**

Bid Certification

Bid Name: Branded Pizza Concept Proposal

Bid Opening:

December 15, 2022

8 am CST

Location of Proposal Opening:

**Elmore County Board of Education
Child Nutrition Program
100 H. H Robison Drive
Wetumpka, Alabama 36092**

Proposal Opening Date and Time: December 15, 2022 at 8am

The undersigned authorized representative of bidding company indicated below hereby acknowledges/certifies:

1. That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicated below, and
2. That he/she carefully examined this Bid Notice, the accompanying Bid Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specifications associated with the Request for Proposal, unless any exceptions are noted in writing this bid response, and
3. That he/she proposes to supply any products or services submitted under this RFP at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this RFP, unless any exceptions are noted in writing with this proposal response, and
4. That if any part of this proposal is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and conditions, and Item Specifications associated with this RFP, unless any exceptions are noted in writing with this proposal response, and that any and all exceptions to the General Terms or Conditions of this RFP have been noted in writing this proposal response, and that no other exceptions to the General Terms or Conditions will be claimed.

Date Proposal Issued: _____

Date Submitted: _____

(Continued, page 2 of Bid Certification)

Company Name: _____

Mailing Address: _____

Telephone: _____

Contact Person/Title/Telephone Number for Reporting of Problems during the Bid Period:

Name of Contact Person

Title

Telephone #

I certify by my signature that the prices quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in the Section II, Contract Agreements.

Under penalty of perjury the undersigned bidder certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or (State) Antitrust laws.

Authorized Signature

Print or Type Name

Title

Telephone

e-mail

Date

Request for Proposal
Branded Concept Personal Pan Pizza

Elmore County Public Schools

Hale County Public Schools

Randolph County Public Schools

Andalusia Public Schools

Tallassee Public Schools

Opelika Public Schools

Tuscaloosa County Schools

A. PROPOSAL OBJECTIVE, SCOPE OF WORK, PRE-BID CONFERENCE

A.1 Objective

The objective of the RFP is to select a Proposer who will provide goods and/or services outlined in this RFP to the specified school districts. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposer responses received prior to the closing date and time of this RFP, the Bid-Administrator will determine whether or not to conduct negotiations with responsive and responsible Proposers. After a careful evaluation of responses, an award recommendation will be presented to the Child Nutrition Director(s) and participating districts, a Purchase Order will be issued to the successful bidder by each participating district.

A.2 Scope of Work (Base Bid)

Participating District(s) are soliciting competitive sealed proposals from qualified service providers to furnish pizza products, training and equipment to each participating school in the participating district(s).

A.3 Specifications

1. This program shall encompass as indicated on each district's pro-form worksheet. The District(s) reserves the right to expand or reduce the size of this program based on the needs of the District(s).
2. Training:
 - (a) The successful vendor must have staff for training purposes. Prior to beginning operation of this program within the schools, the Child Nutrition Program Director(s), and/or designee(s) shall

personally receive two (2) full days of training, up to 8 hours each day at no cost to the Districts. The training will be held at a location within the District(s) and is yet to be determined. Should the District(s) elect to move the training from one location to another within the District(s), the District(s) will be responsible for all costs of any additional training required in connection with the move.

- (b) In addition to the initial training, training must be provided, at no cost to the District(s) for each school site. These operations shall only be supervised by District(s) employees who have attended and completed the initial training program.
 - (c) Retraining should be made available as needed at no additional cost. Scheduling of retraining should be scheduled no more than 30 days in advance.
 - (d) Other training such as video and online training should be made available at no cost as needed and on-demand.
3. **Products, Supplies, and Equipment:** The successful vendor shall provide all supplies, advertising, and equipment for this program. The District(s) shall maintain all supplies and equipment in good working condition and will be responsible for replacing any company owned graphics, signage, supplies or equipment that becomes inoperable or unsanitary due to neglect or which do not conform to the requirements established by the successful vendor.
- (a) **Products:** Products must be supplied to all schools in the District(s) that are participating in the program on a weekly schedule. Refrigerated trucks must be used for all food deliveries. Delivery is acceptable from 6:30 a.m. to 2:00 p.m., Monday through Friday, except for school holidays. A copy of the District(s) calendar is included in this solicitation for your information.
 - (b) **Equipment:** All menu boards and small wares (pizza pans, pan holders, pizza cutters,) shall be supplied to the District(s) at no up-front cost to district. Any small wares that are lost or stolen will be replaced by the District(s) at the District's expense. The vendor will be responsible for installation of the provided equipment. The vendor shall maintain the equipment in good working order at all times. If a piece of equipment gets broken from no neglect on the part of the participating District(s) during the 1 year warranty period (48) hour timeframe, the vendor may have the ability to provide loaner equipment in the event of a breakdown of equipment. Loaner equipment must be provided within forty eight (48) hours of notification by the District.

The successful vendor shall supply the District(s) with a list of electrical needs for operation of all electrical equipment. The District(s) will be responsible for ensuring that all electrical connections are in place prior to beginning of this program.

B. Initial Inspection: Before commencement of the contract, the successful vendor shall make an inspection of all District(s) facilities for which this program is intended, to ensure that the equipment proposed for the program will work in the space designated for use.

B.1 Inspections: Vendor must visit participating schools on a minimum basis of twice per year to ensure proper execution of the program. This may be accomplished by the person delivering the product(s), if they are properly trained in the handling and execution of the program.

C. The District(s) must be able to visit several sites under production with the same program as requested in this solicitation, prior to the awarding of a contract.

D. The District(s) reserves the right to remove any individual employed by the vendor from the District's property who may not be conducting themselves in a professional manner or dressed properly if it is in the best interest of the District(s).

E. Upon request, vendor must be able to provide sample products to the District(s) for sampling among students and staff.

F. PIZZA PRODUCTS SPECIFICATIONS:

1. Pizza dough needs to be seven inches (7") in diameter and 3 oz. made with honey wheat formula (or approved alternate) to provide a minimum of 2 oz. CN WG rich Grain equivalent. The dough should be pre-pressed and docked. The dough should be proof ready (raw) and not par-baked. It should perform as a pan-style pizza and have the flexibility to make calzones and oven baked fold-over style sandwiches.
2. The District's intent is to supply 50% of the cheese; however, the District(s) would like to have the option to purchase additional cheese products if needed from the successful vendor. The cheese must be one-hundred percent (100%) part skimmed Mozzarella, be IQF, and meet USDA specifications for lower sodium.
3. The sauce shall be packed in pouches or approved containers and made from crushed tomatoes and not paste.
4. The toppings shall not have any fillers or extenders and must include Italian sausage and pepperoni.
5. The program must offer a pre-assembled clam-shell box with a branded logo and place for marking both times and flavors. It should be made of fluted cardboard or corrugated (not chipboard) as to maintain the holding temperature of the product and offer the ability to stack the boxes without crushing.
6. The entire pizza must be able to be fully baked on a conveyor oven similar by oven specified by contractor on a belt time of 3 minutes or less.
7. Nutritional Specification Sheets must accompany all food items offered in this bid proposal.

G. EQUIPMENT SPECIFICATIONS:

1. All equipment and supplies included in this RFP must be supplied to the District(s) at no up-front cost to the District(s).
2. Pizza concept equipment shall have a branded look and be supplied by the vendor at no up-front cost to the District(s).
3. Vendor shall supply necessary equipment to produce 30% of the total enrollment in pizzas each day ensuring that no pizza is baked more than 1 hour ahead of serving.
4. Customer will provide one 4 foot by 3 level pizza warmer from Hatco to serve the product.

5. Vendor must supply a six foot (6') kiosk with a branded look. Vendor must supply one (1) kiosk per school. **Optional at Customer(s) request.**
6. Vendor must supply enough pizza pans per school to fill in or extra sales in the beginning of program
7. Successful vendor must supply assorted small wares to include, but not limited to the following: pan grippers, pizza cutters, spatulas, etc. at no cost to the District.

A) Products and Equipment Details and Information

- (1) Provide a list and samples of branded items such as wrappers, boxes, packaging containers, napkins, etc. to be used in the pizza program.
- (2) Provide a list of supplies, equipment, and small wares proposed to be used in this program.
- (3) Does your firm have the capability of providing loaner equipment (pizza oven, proof box, cold bar, heated self-service display cabinet) and other needed items for equipment requiring repair in excess of twenty-four (24) hours?
Replacement/loaner equipment must be of equal or better quality than the piece of equipment to be repaired.

H. Performance Capability

- (1) Working hours: Include a listing of your firm's normal business hours and an emergency phone number for after business hours assistance.
- (2) Maintenance/Repairs: Does your firm have a maintenance department or a maintenance agreement with a sub-contractor to repair or replace broken equipment?

I. CONTRACT TIME PERIOD

Initial Term - The initial term of this contract, which results from the award of this RFP, shall commence on **January 1, 2023**, and terminate on **January 1, 2024**.

- a) **Extension Option** -The contract may be extended up to four (4) years at the same bid pricing, or with price change by providing mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed a total of five (5) years.

J. APPROXIMATE ANNUAL QUANTITIES

This is a “demand usage contract”, and the estimated quantities listed on the proposal pricing schedule are an approximate amount based on the current year’s usage. The quantities may change as menu needs change. In some instances, the SFA(s) will have under or overestimated and the price quoted must be firm until the last order. Estimates in this RFP are not a commitment to purchase the same amount.

K. HACCP REQUIREMENTS

The SFA(s) expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the SFA(s) may require documentation verifying that a written HACCP plan is followed.

L. PROPRIETARY INFORMATION:

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district(s) that the documents are included in the bid. The school district(s) will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district(s) will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within (10) ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the (10) ten working day period, the information will be released and the school district shall not be held liable.

M. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

- a) Bidders are required to list packer, manufacturer, manufacturer’s code (item number) brand, where indicated on bid documents.
- b) When bidding house labels, Bidder is required to indicate packer name, packer location and product number.
- c) Grade must be listed for all food products.

N. FOOD RELATED TERMS AND CONDITIONS

Inspection and testing: The Bidder agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the Bidder's facilities. The school district(s) shall also have the right to test at its own cost the materials supplied under this contract.

Net container quantity: The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

Service Level: The Bidder shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees that the product will be reordered.

Substitutions: If a Bidder is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a Bidder is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The Bidder shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

Credit—A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.

Inspection—Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.

O. COST PROPOSAL

O.1 See Cost Proposal Form. All relevant, applicable costs and fees are to be included in the Cost Proposal.

Proposer(s) shall submit their cost responses into the Cost Proposal Form provided herein. Proposer(s) shall not deviate from the structure established in the Cost Proposal Form. Submission of incomplete Cost Proposal Forms or Cost Proposal Forms that deviate from the clearly established structure may result in the rejection of a proposal as non-responsive.

O.2 Pro Forma; A business forecast will be provided by the vendor, based on vendor's historical data related to National School Lunch school performance. This forecast will include low and high estimates of participation performance, estimated costs to the district, estimated revenues and profits, equipment pay-off costs and timeline.

P. Implementation Plan and Timeline

Include with proposal an Implementation Plan (a detailed explanation of Proposer's proposed method(s) to satisfy the requirements of this project) and Timeline from the date this project will begin through to the anticipated completion date.

Q. Bid Evaluation and Award

All bids received in response to this IFB which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Bid Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any bid will not constitute an assessment of its meeting the necessary qualifications, and any bid may be disqualified at any time during the process of evaluating bids for failure to meet any other terms or conditions contained anywhere else in the bid request.

The SFA(s) reserves the right to waive any or all bid irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bids in their entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items included in the bid in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA(s) to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by the SFA(s). In evaluating the bids received and determining the best value for the SFA(s), the SFA(s) may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA(s); (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA(s) to comply with any applicable laws or rules; (10) the total long-term cost to the SFA(s) to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA(s) may use all means at their collective disposal to evaluate the bids received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the SFA(s), will be made by the Child Nutrition Director(s), the SFA(s) Purchasing Officer, the SFA(s) Finance Officer and/or SFA(s) designee.

Unless otherwise indicated in this RFP, "all or nothing" bids are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA(s).

The SFA(s) reserves the right to require a performance bond as it is deemed necessary.

R. Assurances regarding Legal and Ethical Matters

By signing this bid, the offer assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this IFB,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB to the SFA(s) at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA(S) and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA(s) and its members from all claims for bodily injury, death, or property damage

- that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA(s) nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution.

S. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the Following address:

Elmore County Board of Education
Child Nutrition Program
100 H. H. Robison Road
Wetumpka, Alabama 36092

Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

T. Questions Regarding Request for Bid

Questions or requests for additional information concerning this bid or the specifications should be addressed to:

Elmore County Board of Education
Cacyce Davis, Child Nutrition Program Director
100 H. H. Robison Drive
Wetumpka, AL 36092
334-567-1222
cacyce.davis@elmoreco.com

Instructions for submitting a proposal

Submit all documents thoroughly filled out and with proper signatures and dates, in an opaque envelope with "Branded Pizza Concept Proposal" clearly written in the lower right- hand corner. Label the upper left- hand corner with the company name and contact person.

Proposals may be submitted by any common mail carrier or in person prior to, and up to the proposal opening time and date.

Cost Proposal Form

PROPOSAL CERTIFICATION

PROPOSER SIGNATURE AND CERTIFICATION

Pizza Costs

DESCRIPTION (include spec sheets)	PACK	WEIGHT	Case Price with upcharge/without upcharge	UNIT PRICE with upcharge/without upcharge
7" Pizza Crust –				
Sliced Pepperoni for Pizza				
Pizza Topping – Italian Sausage				
Pizza Sauce, Crushed Tomatoes				
7" Pizza Boxes				
IQF LMPS Low Sodium Mozzarella Cheese Shredded				

For Information Only:

1. What is the cost of all ingredients to make a 7" pepperoni pizza? \$ _____ -without equipment with upcharge \$ _____
2. What is your suggested selling price of a 7" pepperoni pizza? \$ _____
3. What is the cost of ingredients to make a 7" cheese pizza? \$ _____
4. What is your suggested selling price of a 7" cheese pizza? \$ _____
5. What is the cost of ingredients to make a 7" combo (pepp & sausage) pizza? \$ _____
6. What is your suggested selling price of a 7" combo pizza? \$ _____

Signature: _____ Date: _____

Firm Name: _____

List of Equipment Pricing. Each school's equipment requirements will differ depending on the estimated volume. The total of the equipment purchased will be paid off through the up-charge of the pizza crusts and pizza boxes. If in the districts discretion they want to buy the equipment outright the price on the equipment would be 5% less than what is quoted here:

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND
COOPERATIVE AGREEMENTS**

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN SEALED BID PACKET

**Elmore County Public Schools
Hale County Public Schools
Randolph County Public Schools
Andalusia Public Schools
Tallassee Public Schools
Opelika Public Schools
Tuscaloosa County Schools**

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name (Please Print)

Signature of Authorized Representative

Date

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of participating school districts

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 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 the 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 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 THE ELMORE COUNTY BOARD OF EDUCATION 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 a local school board ("the Board") 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 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 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 _____, 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

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO THE
ELMORE COUNTY BOARD OF EDUCATION 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 a local school board ("the Board") 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 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 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 be the identical party he or she claims to be.

Signature and Seal of Notary Public