



ELBA CITY SCHOOLS

INVITATION TO BID

ROOF REPAIR OR REPLACEMENT – BID NO. 2024-008

The Elba City School System (the “Board of Education”) will receive sealed proposals for **ROOF REPAIR OR REPLACEMENT – BID NO. 2024-008** hereinafter described and specified.

All proposals must be in **sealed envelopes** and shall be in the hands of Valiece McKelvy, Chief Financial Officer, no later than **1:30 p.m., Monday, September 9, 2024**. All bids will be publically opened and read aloud at **2:00 p.m. on Monday, September 9, 2024**. Sealed bids may be mailed or delivered to Elba City Schools, 131 Tiger Drive, Elba, AL 36323. The bid name and number shall be written on the outside of the bidder’s envelope. Bids delivered in Federal Express, UPS, or any other such deliverer’s envelope shall be sealed in a separate envelope inside the deliverer’s packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected.

1. The submission of the bid by the vendor, acceptance and award of the bid by the Board and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Board, or prospective bidders in restraint or freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:
4. Bidder agrees to accept payment for invoices via a ECS check at the completion of the job.

NOTICE TO ALL BIDDERS: Compliance with the Alabama Illegal Immigration Act. Vendor must be in compliance with E-Verify requirements of the Alabama Illegal Immigration Act 2011-535 and as amended in Act 2012-491 (see attached). Documents must be signed and returned with bid package. Failure to do so will result in a rejection of the submitted proposal.

PLEASE PRINT OR TYPE BELOW

Legal name of Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax: _____

Authorized Signature of Bidder

Authorized Name (Typed or Printed)

GENERAL TERMS AND CONDITIONS ELBA CITY SCHOOLS

1. ADDITIONAL ORDERS: Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

2. ADDENDA: If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from school districts.

3. APPLICABLE LAW: This contract shall be construed and interpreted according to Alabama Law.

4. ASSURANCE OF NON-CONVICTION OF BRIBERY: The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal law.

5. AWARD CONSIDERATION: The following factors will be considered in determining the lowest responsible bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

6. BID AND PERFORMANCE SECURITY: If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to Elba City Schools. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the school district deems the failure to be non-substantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

7. BRAND NAMES: The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the School District or their designated representatives. The burden of proof that alternate brands are in fact equal or better fall on the bidder, and proof must be to the Board's satisfaction.

8. DELIVERY OF BIDS: Bids must be received in the School Districts Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp or other official time piece in the School District office. Bids

submitted by U.S Mail must be addressed to Elba City Schools. The School District accepts no responsibility for premature opening of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to Elba City Schools, by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

9. ERRORS IN BIDS: Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

10. HAZARDOUS AND TOXIC SUBSTANCES: Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

11. INVOICING, DELIVERY, PACKAGING: Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Elba City Schools. All packages delivered must show the purchase order number. The successful bidder will be required to finish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original bidder will be back charged the difference between the original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B.; School Site, Elba City, AL. The title and risk of the loss of goods will not pass to the Board, Departments, Schools, until receipt and acceptance takes place at the F.O.B. point.

12. INSPECTION OF PREMISES: At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract.

13. INSURANCE: If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School District from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

14. INVITATION TO BID: Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

15. NON-DISCRIMINATION: The board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

16. PRODUCT TESTING: Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract. The Board reserves the right to request a demonstration of any and all items bid before making the award.

17. PATENTS: Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

18. PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the School District no later than five (5) calendar days after awarding the bid. The School District will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The School District is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence. If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the Superintendent of Schools within five (5) calendar days from the bidder's receipt of a reply to the protest. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

19. PREPERATION OF BID: All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit process quoted and extensions, the unit price will prevail.

20. QUESTIONS/ CONTACT: All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders shall not contact any member of the Elba City School Board, Superintendent, or Staff regarding this bid prior to posting of the final tabulation in the District Office after such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

21. REJECTION OF BIDS: Elba City Schools District reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the School District, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor

compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

22. SAMPLES: Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

23. TAXES: Prices quoted shall be delivered process, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Board will assume no transportation or handling charges other than specified in this bid. The Elba City Schools are tax exempt by law- Code of Alabama Title 40, Sec. 23, Sub. Sec. 4, Par. 11.

24. TERMINATION BASED ON LACK OF FUNDING: Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be Elba City Schools. Insufficient funds shall be the grounds for immediate termination of this solicitation.

25. TERMINATION FOR THE CONVENIENCE OF THE BOARD: The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the District shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the School District. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

26. TERMINATION FOR DEFAULT: If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

27. WARRANTY: The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

28. VENDOR LIST: A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

**THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.
GENERAL SPECIFICATIONS**

1. The Intent of this bid is to establish a contract between the Board and bidder for reroofing all shingled structures on the campus of Elba City Schools in Elba, Alabama, as specified herein.

2. REQUIREMENTS:

A. The Contractor must have a full time service department with dedicated management and service personnel.

B. All repairs shall perform according to industry standards, as identified in above document, as well as the various manufacturers' printed requirements.

C. All labor and material shall be under warranty for 1 year unless the manufacturer states otherwise for the material.

D. Material is to be based on approved manufacturers process. Owner is tax exempt on materials as per Article 24 in the General Terms and Conditions. Bidders shall indicate on the proposal form the percentage mark-up which will be applied to the bidder's cost on all material purchased under this contract. The Contractor's invoice must include copies of actual material information from their suppliers to show proof of warranty. Also, the contractor shall itemize all materials on the invoice. It is the expectation of the Board that the successful bidder will use good purchasing practices in procuring the materials needed for Board projects.

E. Contractor's service personnel must be trained for repairs to various type roof systems, including but not limited to the following:

- Built-up roof system-including asphalt and coal-tar
- Modified bitumen roof systems-including hybrid systems with MB cap over BUR.
- Shingles- including rigid slate, tile, three-tab, and architectural.
- Metal- including architectural and structural, both standing seam and through fastened.
- Single ply roof systems-including EPDM, PVC, TPO, CSPE, and others.
- Roof-Coating-Acrylic Coating or Elastomeric.

F. Provide one or more crews as required by the School District to perform roofing work. Bidder shall be responsible for the quality of work performed and assuring that work performed by them meets all existing codes and manufacturer's recommendations. The Successful bidder will provide all necessary materials to complete the various projects. Unused materials invoiced to, purchased, and/or paid for by the Owner shall remain the property of the School Board upon completion of the work. Contractor shall transport materials to job site (s) when requested.

G. The successful bidder (s) cannot subcontract out any work assigned to them without prior written approval of the School District.

H. Bids shall be based on a total cost for the reroofing of all shingled structures on the campus of Elba City Schools.

I. Successful bidder must be licensed by the state and local authorities to perform roofing repair work in the city of Elba, AL.

J. Each bidder must submit with their proposal a bid bond or cashier's check in the amount of \$1,000.00 of same will not be considered.

K. METHOD OF PAYMENT/INVOICE: Following the inspection and completion of all roofing work, contractor will be paid within thirty (30) days after receipt and approval of the contractor's invoice by the Elba City School system.

L. INSURANCE: The contractor shall provide, at the company's own expense, insurance as described below. Successful bidder shall provide a copy of Certificate of Insurance naming the School Board as an additional insured prior to starting work. Minimums included shall be:

- a) Worker's Compensation-per Alabama statutes
- b) Comprehensive General Liability
- c) Bodily Injury (including death) \$1,000,000 per person, \$1,000,000 per occurrence.
- d) Property Damage \$1,000,000 each occurrence, \$1,000,000 per occurrence.
- e) Automobile liability insurance, in such form and amounts as required by State Law.

M. INDEMNIFICATION:

The contractor further agrees to indemnify and hold harmless, the Board, from all liability loss, cost, damage, expenses or other obligations, including reasonable attorney's fees which may result from injury to or death of the Contractor's employees, agents and servants arising out of Contractor's obligations contained herein. The contractor further agrees to indemnify and hold harmless, the Board, of from all fines, suits, claims, demands or actions of any kind or nature, by reason of the Contractor's actions associated with this agreement.

N. SAFETY, SECURITY, & CONDUCT:

It shall be the responsibility of the Contractor to ascertain the Office under whose direction the service shall be performed. The rules and regulations pertaining to safety, security, driving, and behavior on school grounds, particularly when students and children are present must be adhered to. Rules for proper and safe conduct of Contractor personnel include, but shall not be limited to, the following:

- i. The Contractor's drivers shall exercise extreme caution at all times.
- ii. Do not, under any circumstances, back trucks during the school day across any school property where children might be present unless assisted by adult flagman.
- iii. Do not drive in or near playground areas or other areas in which children are playing.
- iv. Contractor personnel entering school premises when school is not in session shall lock any gate or door to which they have access both when entertaining and/or leaving the facilities or grounds.
- v. The Administrator of this contract may require the Contractor to immediately remove from any District site, any employee whom the Administrator or on-site school personnel deem to be incompetent, careless, or otherwise objectionable.
- vi. The Contractor, including without limitation its laborers and employees, shall not fraternize or otherwise communicate with students, staff, or public, except in cases of safety and like necessities.
- vii. The Contractor shall not allow any laborer or employee to wear objectionable clothing or caps with other than company logo (as determined by the District's on-site personnel in their sole discretion), or use profanity in any manner while on District property.
- viii. Lead person or supervisor for each crew or group of workers must report in at the school's main office upon arrival at the work site.
- ix. No person shall possess, use, or be under the influence of any tobacco products, alcohol, or any illegal or controlled substance while on any school district property. Zero tolerance.

x. No person shall possess firearms or deadly weapons of any type on District property. Zero tolerance

The above list is not all-inclusive. Additional rules, regulations, or policies may be imposed or enacted by the district. It shall be the responsibility of the Contractor to familiarize themselves with the rules, regulations, and policies of the district that may be in place at the time and place of the work. The District reserves the right to request removal of any Contractor personnel, either temporarily or permanently, from district property for violation of any district rule, regulation, or policy or for any other reason, with or without cause. Removal of a specific person from District property as a result of any condition mentioned above will not relieve the Contractor from obligations for timely performance of the work and will not be considered grounds for a request for additional funds.

SPECIFIC SPECIFICATIONS

PROJECT DETAILS:

REROOFING OF ALL SHINGLED STRUCTURES ON ELBA CITY SCHOOLS CAMPUS

The Elba City Schools Board of Education is requiring the following specifications be incorporated into the materials and/or labor required to complete this project:

- Synthetic felt is to be used as an underlay for shingles
- 1 KO (Architectural) shingles are to be used throughout the project
- Shingles are to be secured with 1 1/4-inch coil nails
- Ice and water shielding is to be installed in all valleys and around flashing
- Damaged flashing and/or roof damage is to be repaired before shingles are laid

THE CAMPUS WILL BE OPEN FOR INTERESTED CONTRACTORS TO ASSESS THE SCOPE OF THE PROJECT ON SEPTEMBER 3, 2024 FROM THE HOURS OF 8:00 a.m. UNTIL 4:00 p.m.

ALL INTERESTED PARTIES ARE TO CHECK IN AT THE ELBA CITY SCHOOLS CENTRAL OFFICE PRIOR TO INSPECTION.

QUESTIONS:

If you have any questions regarding this bid please contact Valiece McKelvy, CSFO, at 334-897-3000.

CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Mailing envelope has been addressed to:
131 Tiger Drive
Elba, AL 36323

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Check Each of the Following as The Necessary Action Is Completed.

- The Invitation to Bid sheet has been signed
- The documents required for compliance with Alabama Immigration Act
- Bid Bond Each bidder must submit with their proposal a bid bond or cashier's check in the amount of \$1,000.00
- Addendum (if any) has been included
- Read all bid requirements and specifications

INSTRUCTIONS TO BIDDERS

Bid proposals to be entitled for consideration must be made in accordance with the following instructions:

1. Proposals shall be submitted upon the forms provided; therefore, all blank spaces on the forms must be fully filled in. Numbers shall be stated both in writing and figures. In case of disagreement between words and figures, the words shall govern.
2. The signature shall be in long hand and in ink. The completed form shall be without alterations or erasures. Anyone signing the proposal as the agent of a firm or corporation must present legal evidence of his authority to do so.
3. Proposal shall be addressed to Elba City Schools of Elba, Alabama, and delivered in an envelope marked “**ROOF REPAIR OR REPLACEMENT – BID NO. 2024-008**”
4. Should a bidder find discrepancies in or omissions from the specifications or should be in doubt as to their meaning, he or she should at once notify the Elba City Schools of Elba, Alabama who will send written instructions to all bidders. No oral instructions will be given.
5. Before submitting a proposal, bidders should carefully examine all documents relative to this work and be fully informed of all conditions and shall include in his or her proposal a sum to cover the cost of all items.
6. Any addenda issued during the time of bidding are to be covered in the proposal and will become a part of the contract.

Re: Requirements of Vendors for Compliance with the Alabama Immigration Law

A condition for the award of a contract, bid or grant with Elba City School System Board of Education (the Board) requires that all such awarded contractors, vendors or grantees employing one or more employees in Alabama utilize the E-Verify program for newly hired employees. This requirement is placed upon vendors, contractors and grantees to which a contract has been awarded as a result of a competitive bid process. The compliance requirements of the Alabama Immigration Act include the following:

If your organization/entity does NOT employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form.
2. A letter stating that your organization/entity DOES NOT employ one or more employees in Alabama.

If your organization/entity DOES employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form.
2. Submit to the Board a copy of your E-Verify Memorandum of Understanding. If required to comply and you are not registered, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once you go through the steps to enroll, the program will print the requested E-Verify Memorandum of Understanding. This is the document, a copy of which you must submit along with the Affidavit attached to this memo.
3. Execute and submit to the Board the attached Alabama Immigration Law Compliance Law Contract in the attached "Notice" form provided.

Please submit a W-9 Form, a copy of your E-Verify Memorandum of Understanding and a signed copy of the attached Notice of Compliance Contract along with your bid documents.

Notice of Alabama Immigration Law Compliance Requirements for Awarded Contracts or Agreements with Elba City School System Board of Education

As a Contractor, as defined in the Act, to the ELBA CITY SCHOOLS 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 and as further amended by Act No. 2012- 491.

Every contract or agreement entered into by the Board as a result of a competitive bid process 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. ***By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.***

Contractor shall 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 submit to the Board a copy of the E-Verify 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 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, attorney’s fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor’s failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name / Title / Company

Please execute and return to Elba City Schools Board of Education.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE – SUBCONTRACTOR

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the “Act”); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board (“the Board”) or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the 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 subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE §§ 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2____.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

To Be Submitted in the Bid Package