

**DALEVILLE CITY SCHOOL SYSTEM
INVITATION TO BID
VARSITY LOCKER ROOM
Bid. No. 2022-003**

The Daleville City School System (the "Board of Education") will receive sealed proposals for **VARSITY LOCKER ROOM** hereinafter described and specified.

All proposals must be **in sealed envelopes** and shall be in the hands of Jessica Anderson, Chief School Financial Officer, no later than **10:00 a.m., January 25, 2022** at which time they will be publicly opened and read aloud in the Daleville City Schools Central Office located at 626 N. Daleville Ave, Daleville, Alabama 36322. Sealed bids may be mailed or delivered to Daleville City School System, 626 North Daleville Ave, Daleville, AL 36322. 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 labeled 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:

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 (Toll Free if available): _____ Fax: _____

Authorized Signature of Bidder

Authorized Name (Typed or Printed)

THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED

GENERAL TERMS AND CONDITIONS

DALEVILLE 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 Daleville 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 nonsubstantial. 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 Daleville City Schools. The School District accepts no responsibility for premature opening of bid responses 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 Daleville 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 Daleville 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, Baldwin County, 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.

GENERAL TERMS AND CONDITIONS DALEVILLE CITY SCHOOLS

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. PREPARATION 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 Daleville 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: Daleville 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. TABULATION: Bid results are posted in the School Districts Office, and will remain for thirty days after the posting date. The awarding bidders will be sent a written notification via mail.

24. 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 Daleville City Schools are tax exempt by law- Code of Alabama-Title 40, Sec. 23, Sub. Sec. 4, Par. 11.

25. 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 Daleville City Schools. Insufficient funds shall be the grounds for immediate termination of this solicitation.

26. 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.

27. 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.

28. 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.

29. 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.

DALEVILLE CITY SCHOOLS

JESSICA ANDERSON, CSFO

GENERAL SPECIFICATIONS

1. The Intent of this bid is to establish a contract between the Board and bidder for Locker Installation at the locker room at Daleville High School in the Daleville City School District in Daleville, Alabama, as specified herein.

2. CONTRACT PERIOD:

Contract period shall be from date of board approval and the approval of ESSER III funding from ALSDE.

3. REQUIREMENTS:

- A. All necessary accessories and materials are to be supplied by the winning bidder.
- B. Winning bidder is responsible for removal of old units.
- C. Winning bidder is responsible for installation of units as listed below:
 - 40 Welded Open Front Lockers (Charcoal Black)
 - Phenolic Locker Material
 - Security Box
 - Foot Locker Red Cushion Seat
 - Vented Foot Locker
 - Warhawk Logo on Security Box door
 - 3 Hanging Hooks in Open Space
 - Dimensions:
 - 24”W x 22”D x 72”H
 - 12 Welded Open Front Lockers (Charcoal Black)
 - Phenolic Locker Material
 - Security Box
 - Foot Locker Red Cushion Seat
 - Vented Foot Locker
 - Warhawk Logo on Security Box door
 - 3 Hanging Hooks in Open Space
 - Dimensions:
 - 24”W x 18”D x 72”H
 - Delivery and Installation must be included in Bid.

4. METHOD OF AWARD:

It is the intent of the School Board to award this contract to one or more bidders. EXAMPLE: Assuming all bidders meet the minimum requirements of this bid request, the bidder submitting the lowest cost per hour bid and the lowest cost of acceptable material will be designated as the primary contractor. Alternate awards will be made to other bidders in order of their cost per hour bid and material cost. In the event the low bidder (primary contractor) is either unwilling or unable to provide crew(s) within the time frame allowed for response, i.e., within one (1) working day, the School Board reserves the right to offer contract(s) to alternate contractor(s) in the order of their cost per hour bids and material cost.

5. NOTE:

The School Board reserves the right to bid other projects pertaining to locker installation.

6. CANCELLATION:

This contract may be cancelled by the School Board for any reason giving the successful bidder a ten (10) day written notice of termination.

7. METHOD OF PAYMENT/INVOICE:

Contractor shall be paid within thirty (30) days after receipt and approval of the contractor's invoice by the School System, for work performed over any two (2) week period.

8. 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.

9. 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.

10. 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:

- A. The Contractor's drivers shall exercise extreme caution at all times.
- B. 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.
- C. Do not drive in or near playground areas or other areas in which children are playing.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

11. QUESTIONS:

If you have any questions regarding this bid please contact Jessica Anderson, CSFO at 334-598-2456.

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:

626 N. Daleville Avenue
Daleville, AL 36322
ATTN: Jessica Anderson

_____ 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
- W-9
- E-VERIFY
- Addendum (if any) has been included
- Read all bid requirements and specification

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 Daleville City Schools of Daleville, Alabama, and delivered in an envelope marked "2022-003 VARSITY LOCKER ROOM".
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 Daleville City Schools of Daleville, 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.

**DALEVILLE CITY SCHOOLS
 BID. NO. 2022-003 VARSITY LOCKER ROOM:
 COST PROPOSAL FORM**

Vendor Acknowledgement and Approval

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Daleville City Schools for the purposes as proposed and as described herein. All rates quoted below shall be fully-burdened and inclusive of any trip charges, tool charges, and vehicle charges. Please print below and sign where required.

Company Name

Telephone Number

Address	City	State	Zip
We hereby propose to provide the services described herein for the <u>fully burdened</u> cost:	Unit (S) Price	Installation Price	
1. 40 Welded Open Front Lockers Phenolic Locker Material Security Box Foot Locker Red Cushion Seat Vented Foot Locker Warhawk Logo on Security Box Door 3 Hanging Hooks in Open Space Dimensions: 24"W x 22"D x 72"H			
2. 12 Welded Open Front Lockers Phenolic Locker Material Security Box Foot Locker Red Cushion Seat Vented Foot Locker Warhawk Locker on Security Box door 3 Hanging Hooks in Open Space Dimensions: 24"W x 18"D x 72"H			
3. Delivery Cost:			
4. Any Other Applicable Costs (List):			
TOTAL PROJECT AMOUNT:			

ADDENDA ACKNOWLEDGEMENT: Submitting firm acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

Authorized Representative's Name/Title

Authorized Representative's Signature & Date

Company Name

E-Mail Address

Telephone Number

Address

City

State

Zip

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

A condition for the award of a contract, bid or grant with Daleville 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.

Sincerely,

Jessica Anderson

Jessica Anderson

Chief School Financial Officer

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

As a Contractor, as defined in the Act, to the Daleville 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, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

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

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

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

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