



1900 Highway 31 South
Bay Minette, AL 36507

Bid Invitation # 2023-1248

STATE OF ALABAMA

COUNTY OF BALDWIN

Notice Is Hereby Given that Coastal Alabama Community College, an institution of higher education under the direction and control of the "Alabama Community College System Board of Trustees" will receive and open bids on the 16th of February, 2023, at 10:00 a.m., in the office of the Chief Financial Officer on the Bay Minette campus of Coastal Alabama Community College for the service of:

Purchase Surgical Tech Equipment for Coastal Alabama Community College

located at 1900 Highway 31 S Bay Minette, AL

This invitation package consists of 16 pages. Bidders should verify they have received all pages as indicated.

GENERAL BID INFORMATION

Bidders should carefully read all parts of the invitation package with its accompanying schedules and attachments, if any.

Brand names, model numbers, catalog numbers, etc., are used to indicate levels of quality. If bidders are unable to furnish an item as specified and desire to offer a substitute: (1) Give a full description of the item (2) Submit color brochures or pictures of the item. A sample or a field demonstration of the substituted item may be required by the college after bid opening and before bid award.

Note that specific brand names and model numbers can be specified and required for instructional items (no substitutions allowed).

When brand names or catalog numbers are not stated by the bidder, it is understood the offer is exactly as specified.

CONTACT INFORMATION

Bidders desiring further information or interpretation of plans or specifications must make requests in writing 7 days prior to the date of the bid opening:

Tonya Banks
Purchasing Agent
Coastal Alabama Community College
1900 Highway 31 South
Bay Minette, Alabama 36507
Telephone: (251) 580-4912
Email: Tonya.Banks@coastalalabama.edu

SUBMIT SEALED BID PROPOSALS TO:

Bid Number: 2023-1248
ATTN: Jessica Davis
Chief Financial Officer
Coastal Alabama Community College
1900 Highway 31 South
Bay Minette, Alabama 36507

Answers to all such requests will be given to all recorded bidders.



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PREPARING AND SUBMITTING THE BID

All bids shall be sealed when received. Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery services must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.

Bids must be received prior to the bid opening date and time. Late bids will not be considered.

All bid information submitted shall be entered in ink, type written or computer generated in the appropriate space on the forms. An authorized company representative must sign the bid in ink.

Bid prices are not to include tax. Tax exemption certificates will be furnished on request.

All applicable shipping and handling costs must be included in the pricing submitted with the bid.

Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.

Bids are to be submitted on forms provided, completed fully, and notarized.

Specify all terms and conditions of the warranties associated with equipment, materials, supplies and labor when applicable.

BID EVALUATION AND AWARD

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omission (s) of the herein stated requirements may be cause for rejection of the bid (s) submitted, solely as determined by Coastal Alabama Community College.

The College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the College. Bids will be awarded in a manner which appears to be in the best interest of the College. Awards may be issued to multiple bidders.

Bid prices must be good for at least ninety (90) days. Although a certain number of items may be specified for initial purchase, the College reserves the right to purchase additional items as bid within three (3) years of bid opening as long as there are no changes in specifications and/or pricing of materials, supplies, equipment or contractual services.

No errors in bids may be corrected after bids are opened.

Length of time involving delivery and/or installation of items may be a determining factor in awarding the bid. Specify delivery and installation time involved. Installation costs are to be listed separate from equipment costs.

The responsibility of determining the acceptability of any products offered rests solely with the College.

Contractual services awarded to vendors may not be subcontracted to other vendors without the College's express approval.

Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.

Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials.

The College will not accept prepay terms for the items and services in this bid.

The College reserves the right to study bid(s) as to correctness and to award the bid not more than thirty (30) days after the bid opening.

The successful bidder shall maintain Worker's Compensation, Commercial General Liability and Automobile Liability insurance for the period covered by any award pursuant to this bid in such amounts as deemed acceptable by the College. Bidders will be required to provide Certificates of Insurance to the College in advance of any bid award

LEGAL REQUIREMENTS AND BIDDER QUALIFICATIONS

This proposal is to be made without connection to any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud. Contact initiated by a potential bidder with a College official will be as specifically set out in this invitation. Any other contact with a College official initiated by a potential bidder regarding the bid, between the date of this bid to the date of the bid award shall be deemed as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such contact, at the discretion of Coastal Alabama Community College.

All bidders, to the best of their knowledge and belief, must be in compliance with all applicable federal, Alabama State, county and municipal laws, regulations, resolutions, and ordinances. In particular, if applicable, Title 34, Chapter 8 (dealing with general contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, grading or any improvement or structure costing \$50,000.00 or more), Title 40, Chapter 12 (dealing with privilege licenses and store licenses), Title 40, Chapter 14 (dealing with permitting, franchise tax and other taxation of corporations conducting business in the state), Title 40, Chapter 23 (dealing with sales and use tax), Title 39, Chapter 1 (dealing with submission of performance bonds, payment bonds and advertising the completion of public works contracts), Title 39, Chapter 3 (dealing with use of domestic products and workmen and laborers who have actually resided in Alabama for two years next preceding such employment on public works contracts), Code of Alabama 1975, as amended; provided, the bidder is not exempted from the above mentioned code sections elsewhere in the codes. All bidders bidding should be prepared to timely submit non-confidential evidence or documentation supporting the fact that they are presently licensed under the applicable code sections, suitable to, and upon request by, Coastal Alabama Community College. Such non-confidential evidence or documentation may be submitted with the bid.

Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.

Successful bidder must provide a copy of current state, county or city business license, general contractor's license or other applicable license as required by law.

All bidders are required to complete a Disclosure Statement. Act. 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts or grant proposals to the State of

Alabama in excess of \$5,000.00. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to the College.

Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents and/or federally mandated e-verify documents as appropriate.

Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.

It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.

The bidder acknowledges, and agrees that its sole and exclusive remedy for any monetary claim or any claim for which College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Baldwin County, Alabama.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.

As an entity of the State of Alabama, the parties recognize and agree that College cannot and will not agree to indemnify any party to a contract resulting from this bid.

In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.

In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.

In consideration of receiving an award under this invitation to bid, Contractor shall by the acceptance of such award undertake and agree to indemnify, hold harmless and defend College, the Alabama Community College System and the Alabama Community College System Board of Trustees and their respective employees, officers, members, servants, agents, successors and assigns from and against any and all claims, demands, suits, actions, causes of action, damages, costs and expenses, including attorney's fees, for bodily injury, wrongful death, personal injury or property damage in any way arising from, related to, or caused by, in whole or in part, the acts or omissions of Contractor or its agents, employees, officers, servants or contractors.

College reserves the right to purchase according to availability of funds.

The College has the right to cancel any contract, for cause, including, but not limited to, the following:
Revised 05/2019

(1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; and (6) any other breach of contract.

Termination - the College reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

This bid document and all related quotes and materials received from vendors in response to this invitation to bid are considered by Alabama Law to be public records and as such disclosure of any and all materials received in response to this bid are available for public inspection and copying pursuant to Code of Alabama, 1975, Section 36-12-40 et seq.

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases into Alabama. **By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557,** they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if certification is false.

Vendors who enter into contracts to supply goods or services to the College must agree to the following nondiscrimination clause:

In executing the contract, the vendor shall not discriminate against any employee or applicant because of race, religion, color, sex, age, handicap, or national origin. The contractor shall take affirmative action to ensure the applicants are employed and that employees are treated without regard to race, religion, color, sex, age, handicap, or national origin. This action will include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training including apprenticeship.

By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.

NON RESIDENT BIDDER INFORMATION

For Public Works Contracts, Code of Alabama, 1975, Section 39-3-5 provides as follows:

- (a) In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding

Revised 05/2019

under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state domicile of the nonresident

- (b) Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.
- (c) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p. 348)

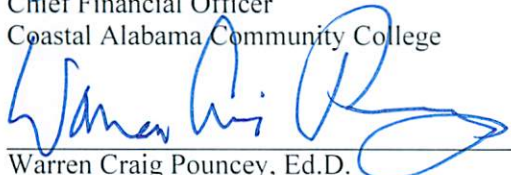
For the purchase of Personal Property or Contractual Services, Code of Alabama, 1975, Section 41-16-27(d) provides as follows:

The purchasing agent in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations.

Done this 23rd day of January 20 23.



Jessica Davis
Chief Financial Officer
Coastal Alabama Community College



Warren Craig Pouncey, Ed.D.
President
Coastal Alabama Community College

Bid Specifications

Stryker 11588HD Video Tower System, to include the following: 1588HD Camera head and coupler; 1588HD Camera Console; 26" video monitor; L9000 AIM LED light source and cable; SDC ultra-DVD capture device; 40L Core insufflator; Stryker rolling video cart and all cables; 5mm 0 degree (or equivalent) non autoclavable laparoscope; 10mm 30 degree (or equivalent) non autoclavable laparoscope.

Quantity - 2.

Laparoscopic Instrument set to include stainless steel surgical steel laparoscopic instruments.

Quantity - 2.

BID NO. 2023-1248

TO BE COMPLETED BY VENDOR

The vendor must complete the following and return this page with the attached forms.

1. I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid, at a fixed price or to refrain from bidding or otherwise avoid the competitive bid process.
2. Bid items will be delivered to Coastal Alabama Community College at the specified location within _____ days after the receipt of purchase order.
3. Bid Items will be completely installed within _____ hours after delivery to Coastal Alabama Community College (if applicable)
4. Bid prices are good for _____ days.
5. Terms: _____
6. Vendor or Name: _____
7. Mailing Address: _____
8. Phone Number: _____
9. Fax Number: _____
10. Signature of Bidder: _____

Sworn to and subscribed before me this _____ day of _____, 20 _____.

Notary Public

SEAL:

My Commission Expires

Bid # 2023-1248

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for the Coastal Alabama Community College. We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all specifications.

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THIS DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

Authorized Signature

Title

Bid Form

Equipment:	Surgical Tech Equipment		
Bid Number:	2023-1248		
Name of Vendor			
Completed W-9 Form			
Completed State of Alabama Vendor Disclosure Statement Form			
Affidavit			
E-Verify Document			
	Item	Cost	
	Purchase Two (2) Stryker 11588HD Video Tower System		
	1588HD Camera head and coupler		
	1588HD Camera Console		
	26" video monitor		
	L9000 AIM LED light source and cable		
	SDC ultra DVD capture device		
	40L Core insufflator		
	Stryker rolling video cart and all cables		
	5mm 0 degree (or equivalent) non autoclavable laparoscope		
	10mm 30 degree (or equivalent) non autoclavable laparoscope		
	Purchase Two (2) Laparoscopic Instrument Sets with Stainless Steel Surgical Steel Laparoscopic Instrument		
Total Amount of Bid:			

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number						
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		-		-		
or						
Employer identification number						
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		-		-		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

**ALABAMA IMMIGRATION LAW COMPLIANCE GUIDELINES
FOR CONTRACTORS AND VENDORS DOING BUSINESS WITH
THE ALABAMA DEPARTMENT OF REVENUE**

Section 9 of Alabama Act No. 2011-535 entitled the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act" (<http://ago.alabama.gov/File-Immigration-AL-Law-2011-535>) requires that, as a condition for the award of a contract to a business entity or employer that employs one or more employees working in Alabama, the business entity or employer provide an affidavit and documentation of enrollment in the Federal E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The attached Affidavit For Business Entity/Employer/Contractor and the entity's E-Verify Memorandum of Understanding must be included with the bid or contract. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.

An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify or at the Alabama Department of Homeland Security web site <http://immigration.alabama.gov>. The Alabama Department of Homeland Security has established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program.

You may scan and e-mail your documents to: everify@revenue.alabama.gov or fax to (334) 353-8599.

**FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)**

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared _____
(print name)

who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

_____ *(state position)* for

_____ *(state business
entity/employer/contractor name)*

that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.*

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