

REQUEST FOR PROPOSAL

Fresh Produce Service

Central Alabama CNP Consortium

August 1, 2022

You are invited to submit sealed bids on **Fresh Produce Service** to Central Alabama CNP Consortium, consisting of the following school systems: Homewood City Schools, Pelham City Schools, Alabama School of Fine Arts, St Clair County Schools, Oneonta City Schools, Trussville City Schools, Cullman County Schools, Blount County Schools, and Leeds City Schools for each school system's Child Nutrition Program in accordance with the enclosed conditions and specifications.

Proposals will be accepted until 9:30 a.m. on Tuesday, August 16th, 2022.

Items to be bid on, as well as estimated quantities needed for the bidding period, are found on the accompanying bid specification documents. The Board(s) of Education reserve the right to reject any and/or all bids and to waive any informalities in awarding this bid.

Envelopes containing the proposal should be sealed and clearly marked "**RFP Response: FRESH PRODUCE**" and addressed to Homewood City Board of Education, Attn: Child Nutrition Program, 450 Dale Avenue, Homewood, AL 35209. Please allow ample time for delivery by the postal service. Bids received late will not be considered. Bids may be hand delivered to the Homewood City Board of Education Office, 450 Dale Avenue, Homewood, AL Monday-Friday 7:30 am – 4:00 pm.

Any vendor having questions regarding this Request for Proposal may contact Rachel Fowler, Child Nutrition Program Director, Homewood City Schools at (205) 877-4547 or efowler@homewood.k12.al.us

Your interest and participation are appreciated.

ITEMS TO BE SUBMITTED WITH COMPLETED PROPOSAL PACKET

- ◆ Bid Response Form– **file to be completed on computer then printed**

- ◆ Completed Produce Service Questionnaire **(page 8)**

- ◆ Vendor Certification **(page 9)**

- ◆ Debarment Certification **(page 10)**

- ◆ Proof of compliance w/ Alabama Immigration Law-H.B 56 **(pages 12, 13 & 14)**
 - Notice of Alabama Immigration Law Compliance and E-Verify Memorandum of Understanding [See ALA. CODE§ 31-13-9 (c)]

 - Affidavit of Alabama Immigration Compliance by a CONTRACTOR (notarized)

 - Affidavit of Alabama Immigration Compliance by a SUBCONTRACTOR (notarized)

PRODUCE RFP SCORING CRITERIA

<u>CRITERIA</u>	<u>POSSIBLE POINTS</u>
Bottom line price	55
No minimum drop ship fee	5
Alabama grown produce	10
Farmer traceability	5
Years in produce business	5
Produce education program	5
Delivery days per week	15
TOTAL POSSIBLE POINTS	100

REQUEST FOR PROPOSAL: Fresh Produce Service

SCOPE

The purpose and intent of this invitation to bid is to secure the best competitive prices for fresh, high quality, preferably local, seasonal produce for the Central Alabama CNP Consortium.

VENDOR QUALIFICATIONS

Bids will only be considered from commercial distributors who meet the qualifications listed below. Bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. The Board reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The Board will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the bidder to perform. The decision as to whether a bidder meets the qualifications stated below is at the sole discretion of the Child Nutrition Program.

1. Bidder must be currently engaged in distributing commercial foods to the food service and/or retail trades.
2. Bidder must have or have access to and will utilize refrigerated warehouse facilities capable of holding temperatures at 35°, 50° and 70° F.
3. Bidder must have or have access to and will utilize a fleet of mechanically refrigerated trucks or truck compartments capable of holding air temperatures a 45° minimum while on delivery routes.
4. Bidder must have or have access to an experienced produce buyer and a contract administrator who can serve as account manager on a day to day basis.
5. Three (3) commercial references, at least one of which is a school foodservice account, are required and shall be submitted with the bid documents. This list shall contain contact persons at each location by name, position and phone number. The Board reserves the right to contact or visit these locations and/or customers in order to evaluate bidder's qualifications.
6. A one-page summary of each bidder's recall policy and procedures are to be submitted with bid proposal.
7. The awarded vendor must participate in an annual unannounced third party food safety inspection to assure the District that the perishable products distributed to the schools are handled in accordance with the latest USDA and industry food safety standards.
8. If the awarded vendor does not participate in food distribution programs that require such inspections, they should bear the cost of an inspection service chosen by the District.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for the Child Nutrition Program. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

FACILITIES INSPECTIONS

The Board reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective awardees' facilities and place of business to determine that the awarded vendor has a regular, bona fide establishment that is presently a going concern and is likely to continue as such. Areas of evaluation by Board representatives may include, but not limited to warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect produce products.

APPLICABLE LAWS

All products and deliveries must meet the State and County Health Department specifications and standards, and must comply with Federal Statutes Executive Orders and the requirements of 7CFR 21, 7 CFR 3016.36 and 7 CFR 3016.60 (b) and (c).

FOOD SAFETY AND RECALLS

Ensuring the safety of the food supply is critical to the Board. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug

Administration. The awarded vendor shall have a plan and process in place to effectively respond to a food recall which should include the following objective:

1. Provide accurate and timely communication to the CNP office regarding food recalls with immediate notification of the Board.
2. Recall information must include traceability, handling of recalled product, disposal of recalled product and evidence of same day recall activity and accessible documentation.
3. Streamlined process for reimbursement for recalled products.

BUY AMERICAN PROVISION

As a participation sponsor in the USDA's National School Lunch and School Breakfast Programs, the Central Alabama CNP Consortium must adhere to the "Buy American" provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The Legislature defines "domestic commodity or products" as one that is produced in the United States and is processed in the United States substantially using agriculture commodities that are produced in the United States. Substantially means that a minimum of 51% of the final processed food comes from American produced products. Therefore, if items are normally produced in the United States commercially, the vendor should make every effort to purchase domestic products. Items known to the Board to be available as "nondomestic" such as pineapple and bananas, are indicated by stating "non-domestic OK" in the description.

LOCAL FOOD DEFINITION

The term "locally grown produce" for the purposes of this proposal shall be food grown within the state of Alabama or any bordering state within 100 miles of the Alabama border.

PRODUCT COST

The term "product cost" means the cost of products delivered to an awarded vendor's warehouse. Product cost must include, but not be limited to, all ancillary charges such as FOB, freight, pick-ups, split pack charges (labor and packaging), cooling or heating costs and brokerage fees. The awarded vendor must provide, if requested by the CNP Office, written confirmation(s) from shippers to verify initial cost. **Prices quoted should be for the week of August 1, 2022.**

SELL PRICE (INVOICE SELL PRICE)

The sell price is defined as the Product Cost plus the Delivery Fee per case of product. This is the dollar value that the vendor will bill on the invoice.

MARKET PRICES

The USDA Agricultural Marketing Service will be used as a reference for confirming produce costs. As the majority of produce items are relatively constant (40 out of 52 weeks per year), items that increase or decrease in price will be reviewed by the awarded vendor with the designated CNP Director on a pre-determined, regular schedule to update the approved shopping list/order guide. If the Invoice Sell Price falls within the AMS index price range, the awarded vendor will not raise or lower the price until the Invoice Sell Price no longer falls within the AMS index price range.

ORDERING OF PRODUCTS

During the course of the contract, CNP may purchase approximately 50 different produce items and pack sizes. Of those, less than 15 items account for the majority of the dollar value of the bid. The Child Nutrition Program shall purchase produce as listed on the Bid Response Sheet and reserves the right to add or delete items at its discretion. Price, seasonality, quality and locally grown options will be part of the decision process. Produce orders will be placed by the individual schools' CNP Manager to the awarded vendor.

DELIVERY REQUIREMENTS

Deliveries are inside deliveries and are to be placed in designated areas as specified by each site CNP Manager or designee. Deliveries will be made in a temperature-controlled truck to protect the quality and food safety of the products. Temperatures may be recorded per HACCP guidelines upon delivery. Delivery and services shall meet the standards now in effect at each school and shall always meet the approval of the Child Nutrition Program Director or designee.

DELIVERY SCHEDULES

The delivery of fresh produce shall be available at least once per week to all sites of the Central Alabama CNP Consortium Schools. While additional deliveries during the week may be required, there may also be weeks when all sites do not receive a produce delivery. Deliveries shall be made to schools on a regular weekly schedule between the hours of 6:30-10:00 a.m., or as may be otherwise approved by the CNP Office. In the event that schools are closed on a regularly scheduled delivery day, the delivery will be rescheduled for the business day immediately preceding or immediately following the regular delivery day. Delivery schedules shall be submitted by the awarded vendor to the CNP Office two weeks prior to the first delivery and remain constant from week to week. Changes in delivery schedules initiated by the awarded vendor shall be submitted to the CNP Office for approval at least 14 days prior to implementation. The awarded vendor shall be notified in advance of scheduled school off-days so that special arrangements can be made for delivery. If an item is omitted from an order by the awarded vendor, or is delivered in unacceptable condition, replacement delivery shall be made within 24 hours, or at a longer time span if approved by the CNP Director.

DELIVERY ACCURACY AND PRODUCT QUALITY

The awarded vendor is expected to make deliveries, at a minimum error free level of 97 percent as pertains to distributor accuracy and acceptability of the order units. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor. All fresh fruits and vegetables must be at the appropriate stage of ripeness for menu service and ready for preparation for consumption per the USDA Food Buying Guide. All produce must be delivered fresh, sanitary and in temperature-controlled condition. Whole produce must be US Fancy or US No. 1 grade quality unless otherwise specified. Value added (ready to eat, packaged) products must have the maximum Best Used by Date available. Delivery of Best Used by Dates of less than 5 days is not acceptable.

ITEM SUBSTITUTION

Each item that is delivered must meet the minimum produce specifications and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed. These changes are to be included in weekly pricing and approved prior to delivery. If the awarded vendor is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price, **with prior approval**, from the CNP Director. **All outages and suggested substitutions must be submitted to the CNP Director a minimum of 24 hours prior to delivery.** An excessive occurrence of out-of-stock items may be cause for contract cancellation. The CNP Office reserves the right to make brand or product changes, at any point during the contract period, to address issues resulting from but not limited to, performance, quality control, or product deficiencies.

FORCE MAJEURE

Acts of God such as hurricanes and inclement weather (drought or floods or unseasonable rain or temperatures) may be a factor in the unavailability of certain produce items at reasonable prices. The Awarded vendor is to contact the District representative with documentation and to present alternative products and prices.

INVOICING

All invoices shall include the school name and address for proper identification. Delivery tickets/invoices must be signed by receiving CNP personnel when delivery is made and by the delivery person to confirm that the delivery has been made. The driver will leave the 2 signed delivery tickets/invoices with the CNP Manager at each delivery site. The CNP Manager from each delivery site sends the signed delivery ticket/invoice to the CNP Accounts Payable for review and payment processing. All invoices and correspondence shall be legibly written, signed and dated. Incomplete or unclear delivery tickets/invoices result in decreased productivity and may create delay of payment.

CREDITS

The awarded vendor shall agree to accept, for full credit, the return of any items received which are found by the CNP Manager to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose. The delivery ticket/invoice must be clearly marked with corrections including changes to quantity received, product rejected or other issues resulting in the need for credit. This documentation should be initialed by the delivery person and the receiving CNP employee. For products found to be defective after the delivery (within three days) the awarded vendor will issue a credit memo or replace product per the CNP Office request. The credit memo shall reference the original invoice number and be issued within seven days of request.

REPORTS

The awarded vendor must maintain and provide upon request **utilization reports** by line item, purchasing unit, selling price, and school delivery sites, as well as for the total District sum. Utilization reports must show product description, purchasing unit, case size, price per case, and delivery location on a monthly basis. Utilization reports shall be submitted within 10 calendar days after requested by the CNP Office.

ADDITION OR DELETION OF SITES

The Board reserves the right to add or delete locations at its discretion at anytime throughout the term of this bid. Any additional facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

ESTIMATED DOLLAR VALUE/QUANTITIES

The estimated quantity figures are given only as a guideline for preparing the Bid. No guarantee is expressed or implied as to actual requirements. Items will be ordered on an as needed basis.

AWARD

While price is a major consideration in awarding the contract for produce service, other subjective criteria will also be evaluated and used to determine successful vendor. The Central Alabama CNP Consortium reserves the right to reject any and/or all bids and to waive any informalities in awarding this bid.

TERM OF CONTRACT

The contract period for this bid invitation will be from **September 1, 2022 –July 31, 2023**. The Board(s) of Education reserve the right to extend this contract, under the same terms and conditions, for four additional twelve-month periods (Aug–July). This contract may be terminated at the end of either of the first four 12-month periods by notice in writing given by either party to the other at least 60 calendar days prior to end of contract period. Contract automatically expires at end of fifth 12-month period (July 2028)

ASSIGNMENT

It shall be the responsibility of the bidder to be fully informed as to the number and distance between locations of the school sites. This will be of vital importance to assure the required scheduled deliveries. The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

Each bidder shall carefully examine the instructions to bidders, specifications, special conditions where listed, and the list of schools to be serviced.

VENDOR CERTIFICATION

In compliance with this Request for Proposal, the undersigned proposes to provide FRESH PRODUCE SERVICE as outlined in the proposal document.

I certify by my signature below that the terms and conditions of this proposal are understood and accepted, and that I have the authority to obligate the company listed below to perform under the conditions outlined in the attached request for proposal.

Request closes at 9:30 a.m. Tuesday, August 16, 2022.

Company Name (please print)

Business License #

Signature

Printed Name

Address

Telephone

City, State, Zip

Date

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

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

Organization Name

Project Name (RFP #)

**Name of Authorized Representative
(please print)**

Title

Signature

Date

Debarment Certification

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

Notice of Alabama Immigration Law Compliance Requirements

As a Contractor, as defined in the Act, to the Local Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with the attached E-Verify Memorandum of Understanding. If you do not believe these obligation apply to you, please notify the Board immediately.

Every contract entered into by the Board from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ and unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute and affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, r other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any tern of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

TO THE EXTENT THAT THERE IS NO FORMAL WRITTEN CONTRACT BETWEEN THE BOARD AND THE CONTRACTOR, SUCH AS WHERE BUSINESS IS CONDUCTED BY PURCHASE ORDER, THIS DOCUMENT SHALL SERVE AS THE ALABAMA COMPLIANCE CONTRACT.

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

Contractor Officer or Owner Signature / Date

Print Name / Title / Company

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A CONTRACTOR OR GRANTEE TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity (including a local school board). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:
County of _____

Before me, a notary public, personally appeared _____
(print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

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

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

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public