

St. Clair County Schools

Equip. Enrich. Encourage.

410 Roy Drive Ashville, AL 35953
(205) 594-7131 (205) 594-4441 Fax

Justin D. Burns Ed.D
Superintendent

Scott Suttle
Board President

**Invitation to Bid
SCC 24/25-05
HVAC Services
March 10, 2025**

Advertisement

The St. Clair County Board of Education is seeking bids for HVAC Services.

Interested parties may receive a copy of the Invitation to Bid (SCC 24/25-05 HVAC Services) from the SCCBOE Annex office at 175 College Street, Odenville, AL 35120 or at www.sccboe.org

Deadline to submit Bid SCC 24/25-05 will be Monday, April 14, 2025, at 8:30 am

A cashier's check or bid bond payable to St. Clair County Board of Education in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000.00 must accompany the bidder's proposal. Performance and Payment Bonds along with your Certificate of Liability Insurance are required with the bid documents.

Fully executed bid packets must be delivered by the deadline listed above in a sealed envelope marked with the following information:

**BID: SCC 24/25-05
HVAC Services
Bid Opening: Monday, April 14, 2025 @ 8:30 am
Company Name**

The marked and sealed envelope containing the bid submission paperwork should be addressed to:

**Kristi Gibson, Assistant Director, SCCBOE Maintenance Department
St. Clair County Board of Education
175 College Street
Odenville, AL 35120**

All bids must be signed by an authorized representative. All inquiries and request for information regarding this Invitation to Bid may be directed to Kristi Gibson, 205-629-2847 or e-mail to kristi.gibson@sccboe.org

Specifications, Conditions, and Instructions

The specifications contained in this packet should be read carefully. All information requested should accompany the bid documents to prevent disqualification. Failure to include the requested information could result in the packet being declared non-responsive and disqualified. All bids must comply with the Alabama State Bid Law.

I. General Information

- A. The vendor must submit all forms required as stated to the bid.
- B. Specifications, conditions, and instructions are in addition to and are part of the instructions and conditions that appear on the printed St. Clair County Board of Education Bid Form and shall govern the selection of the items listed.
- C. All bids must be signed by an authorized representative.
- D. Any necessary amendments to the bid will be posted at www.sccbboe.org While the St. Clair County Board of Education will make all efforts to communicate any amendments, monitoring the web page for changes will be considered the bidders responsibility.
- E. Bids must include a Certificate of Liability Insurance (COI) in the minimum amount of \$1,000,000.00 and a Workman's Compensation Certificate.
- F. Vendors wishing to bid shall have a minimum of three (3) years' experience conducting business under the same firm name in which the bid is submitted. Joint ventures contracts are discouraged and will not be considered as
- G. Vendors must hold a business license for the State, County, and City in which work is conducted.
- H. Bids may be withdrawn prior to the deadline listed; however, a bid may not be withdrawn or changed after the envelope has been opened.
- I. Costs incurred by the vendor to respond to this solicitation will be wholly the responsibility of the bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to the Invitation to Bid, except Copyrighted materials, shall become the property of the St. Clair County Board of Education.
- J. The St. Clair County Board of Education is not responsible for delays caused by carriers such as but not limited to: Air Courier, Private Delivery, Messenger Service, USPS, or internal mail delivery systems of the SCCBOE. Vendors are encouraged to call Kristi Gibson, 205-629-2847 to ensure mailed bids have arrived. Similarly, St. Clair County Board of Education is not responsible for, and will not open any bid responses received later than the date and time indicated. **LATE BIDS WILL BE RETAINED IN THE FILE IN UNOPENED CONDITION**
- K. Bids must be printed in ink and will not be accepted if in pencil or other writing utensil.
- L. All bid envelopes must be sealed and marked with the following information: Bid#, Name of the Bid, Opening Date & Time, and Company Name.

LATE BIDS WILL NOT BE OPENED AND RETURNED TO THE VENDOR!

- M. **In accordance with Alabama State Law, Section 39-3-5 the SCCBOE will adhere to the following:**

(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 a 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 contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-3-5, be they corporate, individual, or partnership, 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 of domicile of the nonresident.

(b) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law.

An Identification Contract shall be submitted by all bidders. Failure to abide by this requirement can result in the bid being rejected.

II. Tax Exemption

- A.** The St. Clair County Board of Education is tax exempt under State and Federal law. Bids will not include State Sales Tax, Federal Excise Taxes, or any other unexpected fee.
- B.** Vendors are responsible for all applicable payroll taxes, benefit costs, and workers compensation as required by law.

III. Omissions

- A.** Vendors having received a Letter of Termination at any time from the St. Clair County Board of Education will automatically be disqualified from the bidding process.
- B.** If the submitted bid differs in any way from the specifications set forth in this Invitation to Bid, the bidding party must list the differences on the proposal form explaining exactly where/how the services deviate from stated specifications.
- C.** If no exceptions are listed, it will be presumed the proposal meets the specifications in every respect; and if awarded the contract, performance on this basis will be required.

IV. Disqualification of Bid

- A.** Failure to mark the envelope as required.
- B.** Failure to include requested information or other details of the bid.
- C.** Excessive errors.
- D.** Failure to complete Bid Form for Alabama Immigration Law Compliance and include, return the appropriate documents. This document **MUST** be included!
- E.** Failure to have an original signature on the bid form. Fax copies will not be considered.
- F.** Failure to include the acknowledgement of any addendum forms. (If applicable)
- G.** The bid shall not be altered by the bidder in any way. All changes from the requirements set forth by the SCCBOE shall be specified. Failure to abide by the requirements may result in the bid being rejected.

V. Award and Contract Period

- A.** The awarded vendor will be determined based upon bid submission for all specified services.
- B.** The award will be made in accordance with the Code of Alabama 1975 Section 41-16-50
- C.** The bid will be awarded to the most cost-effective vendor. The St. Clair County Board of Education reserves the right to utilize past service history to determine the bid that is most cost effective overall.
- D.** The award will be given to the lowest responsible bidder closely meeting the requirements and specifications.
- E.** Quality, conformity to specifications, purpose for which required, terms of delivery, past service and experience are among the factors that may be considered in determining the responsible bidder.
- F.** If the low bidder is unable to accept the entire project without deviation, the bid will then be considered non-responsive, and the bid may be awarded to the next lowest bid meeting specifications and requirements.
- G.** Award will be made on unit price basis, extended price basis, or in any manner that will best serve the interests of the St. Clair County Board of Education.

- H. Records showing the successful bidder and prices quoted will be placed on file and may be viewed upon request. If the contract is awarded to a bidder other than the lowest bidder, a note of explanation will appear in the bid file.
- I. A post bid conference may be required to ensure compliance and capability of responsible bidder to complete requirements to bid.
- J. Bid awards are not official until approved by the St. Clair County Board of Education.
- K. If only one bid is received, thus creating a non-competitive bid, the bid may be rejected, negotiated, or extended by the bidding agent in such a manner as to obtain additional bids.
- L. The St. Clair County Board of Education reserves the right to accept or reject any or all bids. Any decision made on this basis will be considered final.

VI. Duration of Bid

- A. The HVAC Service bid will be renewable for four (4) years with approval from the Vendor and St. Clair County Board of Education.

VII. Pre-Proposal Inspection

- A. All proposals are awarded with the understanding that the contractor is acquainted with all the requirements of the service agreement.
- B. The contractor shall be aware of the conditions of the schools, obstructions, elevations, and other factors necessary for carrying out the scope of work.
- C. The contractor shall not at any time after the submission of a proposal make a claim based on insufficient data or a misunderstanding of the requirements, nature, conditions, or extent of the work under the contract.
- D. No allowances or extra payment will be made to the contractor due to error or oversight on the part of the Vendor.
- E. On-site pre-inspection should be coordinated with the building Principal.
- F. The bidder shall complete a thorough inspection and be familiar with the work performed and areas to maintain. Questions regarding the scope of work shall be directed to Kristi Gibson at 205-629-2847 or kristi.gibson@sccboe.org

VIII. Pricing and Quantity

- A. Prices are to be quoted by the unit as described in the bid information.
- B. The SCCBOE shall be notified immediately regarding any manufacturer price decrease on items included in the contract. The SCCBOE shall receive the decrease as soon as possible in accordance with the written notification from the contract vendor.
- C. The St. Clair County Board of Education reserves the right to re-bid any item(s) if price fluctuations are beyond the amount anticipated or the negotiations are unsatisfactory.
- D. All prices and other terms of the bid shall be firm for a period of sixty (60) days from the date of the bid opening. All bids must be submitted in ink.
- E. Prices offered on the bid proposal shall be firm and shall not deviate from the agreement price once accepted by the St. Clair County Board of Education.
- F. The bidder agrees that the St. Clair County Board of Education will receive any undelivered materials for the contract.

IX. Cash Allowances

- A. This agreement provides for no cash allowances or advances for materials, labor, etc. for bid work.

X. Invoice Payments

A. The awarded vendor will submit the signed invoice(s) upon completion of each job to:

SCCBOE
175 College Street
Odenville, AL 35120
Attn: Kristi Gibson

B. Invoices are paid net 30 days from receipt of the signed invoice.

C. All invoices must include an invoice number, date, date of service, purchase order number, description of service provided, and the total amount due.

XI. Immigration Law Compliance

A. Vendors must provide proof of enrollment in E-Verify as a condition for the contract's award. Failure to submit a Memorandum of Understanding with the bid could eliminate your bid from consideration.

B. By signing the 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 damage resulting, therefore.

XII. Disclosure Statement

A. If any owner, officer, partner, board of director member, employee, or holder of more than five (5%) percent of the fair market value of the Bidder's firm or any member of their households is an employee of SCCBOE, this information must be included in the solicitation response. Failure to disclose this information in the response may result in the elimination of your bid from consideration.

B. The Disclosure Statement referring to the relationship between the bidder and employees/officials of the SCCBOE, furnished with this Invitation to Bid, must be submitted with your bid. Failure to comply with this request may eliminate your bid from consideration.

C. If any owner, officer, partner, board, director member, employee, or holder of more than five (5%) percent of their market value of the Bidder's firm or any member of their households is an employee of the SCCBOE; and the bidder's firm is awarded a contract into, the bidder agrees to file a copy of the contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the SCCBOE furnish evidence of such filing.

XIII. Insurance

A. Certificate of Liability Insurance (COI) executed by the bidder's agent or carrier showing required insurance coverage shall be submitted with the bid proposal.

B. The bidder must have Workers Compensation coverage for statutory obligations in the State of Alabama.

C. The bidder must have Comprehensive Automobile Liability for the minimum of \$1,000,000.00 per occurrence.

D. The bidder must have Comprehensive General Liability for at least \$1,000,000.00 per occurrence.

E. If a contract shall result from this bid, the bidder shall maintain such insurance as will indemnify and hold harmless the St. Clair County Board of Education from Workmen's Compensation and Public Liability claims for property and personal injury including death which may occur from the bidders' operations under this contract, or by anyone directly or indirectly employed by such.

F. Hold Harmless and Indemnification:

Contracting party agrees to indemnify, hold harmless and defend the St. Clair County Board of Education, its elected officers, employees, past and present, its employees and agents, past and present, (hereinafter referred to in the paragraph collectively as "SCCBOE"), from and against any and all claims, damages, losses, judgements, liens, penalties, interest, and expenses, including but not limited to court costs and attorneys' fees, for liability claimed against or imposed upon SCCOBOE because of bodily injury, death, or property damages, real or persona, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement. The bidders performance and failure to perform any obligations contained in this document, the inaccuracy of any representations or warranties of the bidder, contained herein; negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence or Integrator, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement or arising out of Workers Compensation claims, Unemployment Compensation Claims, or Unemployment Disability claims of employees of company and/or its subcontractors or claims under similar such law or obligations, the payment or non-payment of any taxes relating to any monies paid to the bidder pursuant to this Agreement, the foregoing provisions, and all liabilities of the bidder hereunder, shall survive the termination of this Agreement. Company obligations under this Agreement shall not extend to any liability caused by the sole negligence of the SCCBOE, or its employees.

XIV. Performance and Payment Bond

- A. All bids shall be accompanied by a cashier's check, drawn upon a State bank, in the amount not less than five (5%) percent of the bid, but not to exceed \$10,000.00. The cashier's check is to be made payable to the St. Clair County Board of Education, or a Bid Bond in this amount from a Surety Company licensed in the State of Alabama, as a guarantee that the bidder will enter a contract.
- B. The bidder is required to provide the St. Clair County Board of Education a performance/payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable with the St. Clair County Board of Education and are included in the total project cost. A Performance Bond is attached and must be renewed yearly.

XV. Substitutions and Back Orders

- A. Substitutions will be allowed whenever the item(s) being replaced are no longer in production and the added item(s) are equal to or greater than it in function, and equal to or less than the discontinued item in price. The Superintendent or designee will determine the equivalency.

XVI. General Litigation Disclosure

- A. The bidder must communicate any pending, contemplated, or ongoing administrative or judicial proceedings material to the bidder's business, finances, or products including, but not limited to, any litigation, consent orders, debarment, or contracts with any local, state, or federal regulatory agency issued to the bidder or to any parent or subsidiary.

XVII. Cancellations/Terminations

- A. No item(s) in the bid is to be cancelled without prior consent of the St. Clair County Board of Education.
- B. The St. Clair County Board of Education has the right to terminate this contract at any time for any reason with a fourteen (14) day written notice.
- C. The performance of the work or services under a contract resulting from this solicitation may be terminated in whole or part whenever the Superintendent, CSFO or SCCBOE designee shall deem the termination is in the best interest of the SCCBOE. In such an event, the SCCBOE shall be liable only for

payment in accordance with the payment provision of the contract for work or services performed or furnished prior to the effective date of termination.

- D. Termination shall become effective by delivery to the contractor of written notice of termination upon which date the termination shall become effective.

XVIII. Background Check of Employees

- A. Any employee working at the school, who may have access to students, must provide a clear background check to the St. Clair County Board of Education.
- B. The type, frequency, and extent of the background check will be subject to specifications of the St. Clair County Board of Education.

XIX. Default

- A. If at any time the vendor makes a delivery that is not in accordance with the specifications, conditions, and instructions set forth by the St. Clair County Board of Education, without the consent of the School Board, such delivery shall constitute grounds for the cancellation of the contract and/or removal of the vendor from the St. Clair County schools mailing list for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of the St. Clair County Board of Education shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list of all purchases made by the St. Clair County Board of Education.

XX. Service and Warranty

- A. Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during the contract. The bidder must include an explanation of warranty services if deemed necessary.

XXI. Contractor Responsibilities

- A. **Licenses:** The contractor shall maintain all federal, state, and local licenses, & permits required for the lawful operation of the business conducted by the contractor.
- B. **Safety Standards:** The contractor shall comply with all current applicable Occupational Safety and Health Standards.
- C. **Performance Interference:** The contractor shall notify the Director of Operations, Randall Beard – 205/368-6090 immediately of any occurrence of conditions that interfere with the full performance of the contract and confirm it in writing within twenty-four (24) hours.
- D. **Evaluation of Service:** The vendor shall perform a minimum of four (4) quality inspections throughout the school year and meet with the school Principal or the Facilities Director to discuss the project.
- E. **Review of Services:** The vendor shall visit all sites to determine the scope of work before the bid opening. This bid will be based on the overall scope per school site.

XXII. Uninterrupted Services

- A. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc. together with all normal means of ingress and egress to buildings and property will be allowed without the express permission of the principal or authorized designee of the St. Clair County Board of Education.

XXIII. Standard of Quality

- A. The contractor should maintain an on-the-job workforce that will sufficiently complete work in a timely manner. The work shall be done so as not to interfere with normal school conduct. Every reasonable

action shall be taken to protect the safety of the stakeholders and employees of the St. Clair County Board of Education.

- B.** All operations and materials shall be subject to inspection and approval from the owner. Any operations or materials that the owner thinks do not meet the specifications will be rejected and immediately removed from the site. Any work which, in the opinion of the owner, does not comply with the specifications set forth shall be stopped at once.
- C.** The contractor shall not award any work to other subcontractors unless approved in writing by the owner.

XXIV. Non-Discrimination

- A.** The St. Clair County Board of Education provides equal opportunities for all business and does not discriminate against any vendor regardless of race, color, creed, sex, nationality, gender, or disability in consideration for an award.

XXV. Dress Code Policy

- A.** Each team member must always be professional and well-groomed in appearance. The vendor is responsible for ensuring their employees comply with the standards of this policy. Failure to dress appropriately may result in being sent home or cancellation of the contract after three (3) or more occurrences.

XXVI. Contact Information

Kristi Gibson – 205/629-2847

Kristi.gibson@sccboe.org

Randall Beard – 205/368-6090

William.beard@sccboe

Sealed bids should be mailed to:
St. Clair County Board of Education
Attn: Kristi Gibson
175 College Street
Odenville, AL 35120

St. Clair County Schools

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Bid SCC 24/25-05 Systemwide Bid for HVAC Service		
Scope of Work	Pricing	Notes
Rate Per Hour Service Tech		
Rate Per Hour Service Tech Helper		
Overtime Rate Per Hour Service Tech		
Overtime Rate Per Hour Service Tech Helper		
Service Call Trip Charge		
Duct Fabrication Pricing		
Price Per Hour to Install HVAC Equipment Purchased by the SCCBOE		

Company Name: _____

Address: _____

Phone: _____

St. Clair County Schools

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Identification Contract

St. Clair County Vendor

Vendor Name: _____

Business License #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

County: _____

I certify that _____ has _____, or has not _____ been in operation for at least
(Company Name)
three (3) years for the same/similar type business.

Vendors Located Outside of St. Clair County

Upon award of the contract, Vendors located outside of the St. Clair County district will be required to furnish a local representative to handle all aspects of the project. Contact information for the representative will be required and expected to be available for the duration of the project.

Vendor Name: _____

Business License #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

County: _____

I certify that _____ has _____, or has not _____ been in operation for at least
(Company Name)
three (3) years for the same/similar type business.

Authorized Signature

Date

SAMPLE COPY

Exhibit A

Bid Bond Sample

Bid Bond is Required with all Bid Submittals

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ as Principal and _____, a _____ duly organized under the laws of the State of Alabama as Surety, are hereby held and firmly bound unto the St. Clair County Board of Education as Oblige in \$5,000.00 for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the above named Principal submitted a bid for _____.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute the St. Clair County Board of Education Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal's Bid, or fail to execute The Township-Contractor Agreement within 7 days of receipt from the Contractor, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

PRINCIPAL: _____

BY: _____

(Principal) Secretary

(SEAL)

Address: _____

Witness: _____

Address: _____

SAMPLE COPY

Exhibit B

Performance/Payment Bond Sample

Bond is Required with all Bid Submittals

_____, as Principal, hereinafter call the Contractor, and
 _____, as Surety, with general offices in _____,
 a corporation organized under the laws of the State of _____, and authorized to
 transact business in the State of Alabama, are hereby bound unto the St. Clair County Board of
 Education, as obligee, in the sum of 100% of the value of the Contract amount in United States
 currency, for the payment of which sum the Contractor and Surety bind themselves, their heirs,
 executors, administrators, successors, and assigns, jointly and severally. **WHEREAS**, the
 Contractor has entered into a written contract with the Township dated __ (Date) _____, for
 __ (Services) _____ in accordance with plans and specifications referenced in the
 Contract associated with the __ (Bid # & Name) _____.

NOW THEREFORE, the conditions of this performance bond are such that, if the Contractor shall
 satisfactorily perform the Contract for thirty-six (36) months, then this bond shall be null and void;
 otherwise, the surety shall pay the full amount of this performance bond. In addition, if the
 Contractor or his subcontractor shall fail to duly pay for any labor, materials, team hire,
 sustenance, provisions, provender, or other supplies used or consumed by such Contractor or his
 subcontractor is performance of the contract or shall fail to duly pay any person who supplies
 rental machinery, tools, or equipment in the prosecution of the work, then the surety shall pay the
 same in an amount not exceeding the sum specified in the bond together with interest at a rate of
 eight (8%) percent per annum.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in,
 addition to, or other modification of the terms of the Contract to be performed thereunder or of the
 specifications of the contract documents shall in any way affect its obligations on this bond and the
 surety does hereby waive notice of any such extension of time, change, addition, or modifications.

EXECUTED on this _____ day of _____, 20()

ATTEST:

PRINCIPAL: __ (Contractor) _____

BY: __ (Principal Secretary) _____

BY: __ (Surety Company) _____

BY: __ (Attorney-in-Fact) _____

St. Clair County Schools

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410 Roy Drive Ashville, AL 35953
(205) 594-7131 (205) 594-4441 Fax

Justin D. Burns Ed.D
Superintendent

Scott Suttle
Board President

Non-Collusion Affidavit

I, _____ affiliated with _____,
(Name/Title) (Business Name)

am authorized to approve this affidavit on behalf of my business, and its owners, directors, and officers. I am the person responsible for the price(s) and the total amount of this proposal.

I state that the following is true:

1. The budget shown in this proposal has been prepared independently and without consultation, communications or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP) or Invitation to Bid (ITB).
2. Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFP/ITB, and they will not be disclosed before the proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFP/ITB, or to induce them to submit a budget that is higher than the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form or non-responsive proposal.
4. The proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. _____ is affiliated, subsidiaries, officers, directors, and
(Name of firm)
employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract.

I state that _____ understands and acknowledges that the above
(Name of firm)

representations are material and will be relied on by the St. Clair County Board of Education in awarding the contract for which this proposal is submitted. I understand and my firm understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the St. Clair County Board of Education of the true facts relating to the submission of proposals for this contract.

Printed Name/Signature _____

Date _____

St. Clair County Schools

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410 Roy Drive Ashville, AL 35953
(205) 594-7131 (205) 594-4441 Fax

Justin D. Burns Ed.D
Superintendent

Scott Suttle
Board President

Notice of Alabama Immigration Law Compliance requirements to all Contractors of the St. Clair County Board of Education as a contractor, as defined in the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, to the St. Clair County Board of Education, it is critical to your relationship with the St. Clair County Board of Education that you comply with the Immigration Reform and Control Act 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, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the School Board office.

Every contract entered by the St. Clair County Board of Education from this point forward with a contractor will contain the following clause of on substantially similar:

Alabama Immigration Law Compliance Contract: Contract 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 to 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 who 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, contractors shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial form supplied by the School Board and return the same to the School 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 School Board may require to confirm the Contractors 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 and illegal or undocumented aliens to perform any work in connection with the project and shall include in its contracts a provision substantially similar to this paragraph. In Contractor received 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 School Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the School Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the St. Clair County Board of Education from any and all losses, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. To the extent that there is no formal written contract between the St. Clair County Board of Education 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 Name