



# **WALLACE COMMUNITY COLLEGE - DOTHAN**

## **Bid #: 1626 Charter Bus Services**

**Issue Date: Monday, August 19, 2024**

**Due Date: Monday, September 2, 2024 at 10:00 AM CST**

### **Mail or Submit to:**

Wallace Community College – Dothan  
Business Affairs Office  
1141 Wallace Drive  
Dothan, AL 36303

### **Direct all bid inquiries to:**

Lauren Tidwell  
Administrative Assistant to the Dean of Business Affairs  
Phone: 334-556-2288  
Email: [ltidwell@wallace.edu](mailto:ltidwell@wallace.edu)



## BID INSTRUCTIONS

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ADMINISTERED BY:

Linda C. Young, President

Marc Nicholas, Dean of Business Affairs

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1. The price(s) submitted should include any associated costs such as any labor, equipment, transport/delivery charges, training materials, etc.
2. No price shall include state tax or federal excise tax. Exemption letter furnished upon request.
3. All forms must be completed in ink and signed/initialed/notarized/witnessed where required. Pencil will not be accepted.
4. Must be submitted in a sealed envelope using the forms provided and clearly indicate the bid number, bid name, and opening date on the outside of the return envelope.
5. If a requested item or service cannot be furnished as specified, a substitute may be made by giving full description of the item or service being bid.
6. Correction of errors in evaluation factors will not be allowed after bid opening. However, the College reserves the right to waive or allow correction of technical errors in accordance with Alabama Code, Section 41-4-132.
7. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) requires that, as a condition for the award of a contract by a government agency to a business entity or employer with one or more employees working in Alabama, **the business entity or employer must provide documentation of enrollment in the 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. 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 website [www.e-verify.gov](http://www.e-verify.gov). The Alabama Department of Homeland Security <http://immigration.alabama.gov> has also 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. An Employee Identification Number (EIN) also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account. **The contractor's E-Verify Memorandum of Understanding must be supplied before contract award.**
8. Bids *exceeding* \$10,000.00 must include a Bid Bond for 5% of total bid, provided that bonding is available for included services, equipment, or materials. The Bid Bond must be furnished **prior** to contract award. **A Cashier's Check made payable to Wallace Community College – Dothan for 5% of the total bid amount may be substituted in lieu of a bid bond.** For vendors who are not awarded the contract, the cashier's check will be returned with the rejection letter. For the vendor(s) who are awarded the contract, the cashier's check will be returned upon contract completion.



## BID AGREEMENT

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ADMINISTERED BY:

Linda C. Young, President

Marc Nicholas, Dean of Business Affairs

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### A. OBJECTIVE

Wallace Community College – Dothan (WCCD) is seeking bids from qualified and experienced transportation firms to provide Charter Bus Services for both in-state and out-of-state travel. Only providers with a satisfactory safety rating with the Federal Motor Carrier Safety Administration will be considered.

### B. GENERAL VENDOR REQUIREMENTS

The successful bidder must:

- 1) Have sufficient capability and capacity to provide the full scope of services requested herein.
- 2) Provide all materials, labor, equipment and supplies necessary to perform the Contract.
- 3) Attend meetings as needed with College representatives, which may include a pre-bid meeting, pre-contract meeting, and occasional job progress meetings. The date, time and location of these meetings will be provided as scheduled.
- 4) Provide a list of current subcontractors, if any, to be used during the Contract for the College's review and approval.

### C. BID SPECIFICATIONS / SCOPE OF WORK

1) General:

The College will need occasional transportation services from a qualified and experienced firm for the potential of both in-state and out-of-state travel. Travel may have a same-day return or may occasionally require overnight stays. Travel typically requires transport with the capacity to accommodate 20-50 passengers at a time. Multiple buses or other modes of transport may be required simultaneously. The College is seeking a provider that can also supply ADA compliant vehicles if/when there is a need.

2) Vehicles:

All vehicles must be in good condition and have fully functioning air conditioning/heating, interior lighting. Large capacity vehicles must also have a bathroom. All maintenance records for vehicles must be available to the College for inspection, if requested. Vendor shall ensure that all vehicles are in good condition, cosmetically and mechanically, thoroughly cleaned with restrooms that are sanitized and stocked with toilet paper and soap or hand sanitizer prior to boarding College personnel or students.

All large capacity buses must have under-the-bus storage/baggage compartments with functioning locks, and storage/baggage areas for lower capacity vehicles must be available to meet the needs of the reserving College department. The Contractor must use only their company owned or leased vehicles. In the event of mechanical malfunctions or breakdowns, the Contractor will be responsible for providing replacement transportation for the College so they arrive as scheduled. Any and all costs incurred for the replacement transportation, mechanical repairs, or towing services will be the responsibility of the Contractor. Any back-up or replacement vehicles used must meet the same requirements as those listed in this bid.

The Contractor must provide a Vehicle Inventory List that includes, at a minimum, the year, make and model of all available vehicles, type and size, rider capacity, as well as the passenger amenities of each vehicle such as charging outlets, passenger Wi-Fi, satellite TV, ADA equipped, etc.

The College reserves the right to refuse service or request an alternate vehicle if the supplied vehicle is determined to be unsafe according to current Federal Regulations.

3) Services:

Service scheduling must be flexible, including the ability to change itinerary if necessary, adding up to twenty (20) total miles in distance or two (2) hours in duration. While there is no guarantee as to the number of charters that will be requested, or the distance/duration of said charters, the annual spend on these services is anticipated to average between \$15,000 - \$30,000 per year.

Trips cannot be subcontracted to another transportation company or individual without the prior written approval of the College (other than those subcontractors already approved through this bid in response to Section B.4). Any service the Contractor proposes to sublease to a third-party carrier must first be approved by the College and the Contractor will still be responsible for meeting all requirements of this bid along with being held liable for all actions of the third-party carrier. Any and all approved third-parties must comply with all requirements of this bid and all applicable Federal and State of Alabama Regulations.

Contractor shall have emergency and critical incident procedures and arrangements in place to protect passengers and minimize disruption from on road incidents and vehicle system failures.

Bid response must detail standard reservation procedures and lead time required to make vehicle reservations. Contractor must also include any requirements or fees associated with reservation alterations or cancellations. Cancellation requests, if they occur, typically arise from unexpected weather conditions, changes in schedules, or tournament results that affect athletic schedules. Any penalties that would be imposed must be detailed in the Contractor's bid response.

Procedures should also be detailed for how the Contractor will notify the College if there is an issue with a reservation and/or the vehicle will be late to arrive, including any credit provided to the College in those instances.

4) Drivers:

The Vendor should require that all drivers be appropriately licensed, trained and regularly evaluated for driving skills and compliance with safety regulations applicable in Alabama as well as applicable regulations by the Federal Motor Carrier Safety Administration. All drivers must possess a valid state-issued driver's license qualifying them to operate the vehicles; a valid DOT medical card may also be necessary depending upon the vehicle and details of travel. The Contractor is responsible for ensuring that all drivers stay informed and compliant with any and all revisions to the CDL requirements and the

Contractor will be held responsible for any failures to remain compliant. Contractor must comply with the federal hours-of-service regulations for CDL drivers and must ensure that all drivers are certified as physically and medically qualified and are able to produce their certificate at all times while on duty. The certification should include the required notification of traffic citations, and drug/alcohol testing to include, but not limited to, pre-testing, random testing and post-accident testing. Contractor is responsible for ensuring that drivers perform the proper pre and post-trip vehicle inspections. The Contractor should provide documentation of their policies that validates compliance with these requirements, but do not send any personally identifying information, or copies of driver’s licenses. A copy of the Contractor’s certification and training procedures must also be provided.

Drivers must stay with their vehicle and be available for contact at any time during the trip, unless specifically excused by the designated group point-of-contact. To meet this requirement, every vehicle/driver must have a fully functioning cell phone available at all times. Drivers must obey all applicable state and federal laws regarding cell phone use while driving.

The College reserves the right to review driver records at any time, upon reasonable request, including the disqualification file, personnel file, driver hours-of-service (physical or electronic), and DOT medical card.

Contractor must provide a complete and current copy of its Drug & Alcohol policy with this bid response.

In the bid response, the Contractor shall provide a report detailing the accident ratio per 100,000 miles, including detail for each accident that occurred in the last twelve (12) months that reports which party was at fault and if the accident was minor, significant or major, and if a fatality was involved. For the purpose of this bid, “minor” is considered having sustained under \$500.00 in damage, “significant” is considered having sustained between \$500.00 and \$2,000.00 in damage, and “major” is having over \$2,000.00 in damage.

For trips requiring an overnight stay, the College department requesting charter services will accept responsibility to provide one hotel room for the sole occupancy of charter service staff for the duration of the trip. The College will not pay any fees for extra luxuries such as room service, internet access, rented movies, etc. Driver meals will be paid for through the designated point-of-contact, via College credit card, at the same time student and/or employee meals are paid for.

**D. SPECIFICATION VARIATION**

Please list below any variations from the stated specifications:

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**E. EVALUATION FACTORS**

- 1) Pricing: Bidders should submit pricing that fully considers all specifications in Section C. The pricing each bidder lists below should not include sales tax and should include all applicable costs such as labor, equipment, materials, transport/delivery charges, fuel cost, training materials, etc. Bidders should consider any possible fluctuation of these applicable costs.

Price per mile for 56 (at least) passenger charter bus: \$ \_\_\_\_\_  
 Price per mile for 22-26 passenger executive charter bus: \$ \_\_\_\_\_

- 2) Condition and functionality of vehicles: Provide a Vehicle Inventory List that includes, at a minimum, the year, make and model of all available vehicles, type and size, rider capacity, as well as the passenger amenities of each vehicle such as charging outlets, passenger Wi-Fi, satellite TV, ADA equipped, etc.
- 3) Experience and references: Vendor shall demonstrate experience with public and/or private sector clients of similar scope and size to the College by providing at least three (3) references using the enclosed Vendor Reference Form.
- 4) Service and flexibility: Bid response must include details of the standard reservation procedures and lead time required to make vehicle reservations. Contractor must also include any requirements or fees associated with reservation alterations or cancellations as well as any penalties that would be imposed.

**Failure to provide responses to the Evaluation Factors above may result in a bid package being declared nonresponsive.**

**F. EVALUATION SCALE**

The bid providing the best overall service and cost to the College will be awarded the contract using the following evaluation criteria:

1) Pricing of specified services	25%
2) Condition and functionality of vehicles	25%
3) Experience and references	25%
4) Service and flexibility	25%
<b>Total:</b>	<b>100%</b>

Proposals will be ranked in order from least cost/most beneficial to the College to the highest cost/least beneficial to the College in each attribute. Review for item (1) will be numerical and based solely on proposed prices. Review for item (2) and (3) will be subjective and based on the information provided by the bidder.

**G. BID SCHEDULE**

The table below shows the intended schedule for this bid, which the College will make every effort to adhere to.

<b>Event</b>	<b>Responsibility</b>	<b>Day, Date and Time</b>
Issue Bid/RFP	The College	Monday August 19, 2024
Submit Written Questions	Vendor	Monday, August 26, 2024
Response to Written Questions	The College	Wednesday, August 28, 2024
Submit Bid/Proposal	Vendor	Monday, September 2, 2024 at 10:00 CST
Contract Award	The College	TBD
Contract Effective Date	The College	September 3, 2024

**H. BID QUESTIONS**

Upon review of the bid documents, Vendors may have questions to clarify or interpret the bid in order to submit the best bid possible. Vendors should submit any such questions by the above due date.

Written questions should be emailed to [ltidwell@wallace.edu](mailto:ltidwell@wallace.edu) by the date/time specified above. Vendors should enter "Bid #1626: Questions" as the subject for the email. Questions should include reference to the applicable bid section.

Questions received prior to the submission date, the College's response(s), and any additional terms deemed necessary by the College will be posted in the form of an addendum to the College's Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> and shall become an Addendum to this bid. No information, instruction or advice provided orally or informally by any College personnel, whether made in response to a question or otherwise in connection with the bid, should be considered authoritative or binding. Vendors should rely only on written material contained in an Addendum to this bid.

## **I. BID SUBMITTAL**

Vendors shall bear the risk for late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received by the College by the specified date and time of opening. Any bid received or attempted to be submitted after the deadline will be rejected.

All bids should be submitted in a *sealed* envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College – Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.

Critical updates may be included in Addenda to this bid. It is important that all participating Vendors periodically check the College's Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> for any Addenda that may be issued prior to the proposal due date. All Vendors shall be deemed to have read and understood all information in this bid and all Addenda thereto. Bid submissions shall be in accordance with the terms and conditions herein and any addenda issued hereafter.

## **J. BID SUBMITTAL CONTENTS**

Below are the requirements necessary for a complete bid packet. These requirements include any authorized signatures where requested. Vendor submissions should include the following items and should be arranged in the following order.

- 1) Bid Agreement: The Bid Agreement must include all pages (pp. 1-9) of this bid document with completion of Specification Variation in Section D, if any, Evaluation Factors in Section E, and Acknowledgement/Certification in Section O that requires authorized signature and notary.
- 2) Subcontractor List: Provide a list of current subcontractors, if any, to be used during the Contract for the College's review and approval.
- 3) Vendor Reference Form (Enclosure A): At least three (3) references from clients with similar or greater size and complexity to the College.
- 4) Vendor's Vehicle Inventory List: Provide a vehicle list that addresses all components listed in Section E.2.
- 5) Vendor's Standard Reservation Procedures: Provide details of the standard reservation procedures as specified in Section C.3.
- 6) Compliance and Training Documentation: Provide documentation of policies that validate compliance with the driver requirements specified in Section C.4. A copy of certification and training procedures must also be provided.
- 7) Drug & Alcohol Policy: Provide a complete and current copy as specified in C.4.
- 8) Accident Ratio Report: Provide accident ratio per 100,000 miles including details specified in Section C.4.

- 9) Vendor Contact Form (Enclosure B): Include company name, physical address, mailing address, company phone number, the authorized representative's name, title, direct phone number and email address.
- 10) Disclosure Statement (Enclosure C): Completed, signed, and notarized
- 11) Beason-Hammon (Enclosure D): Completed, signed, and witnessed
- 12) W9 Tax Form (Enclosure E): Completed and signed
- 13) Vendor's E-Verify MOU: Provide a copy of E-Verify Memorandum of Understanding as detailed on pg. 2.
- 14) Vendor's Certificate of Insurance: copy should list Wallace Community College – Dothan as Additional Insured.

**K. CONTRACT ADMINISTRATION/TERM**

The terms of the Contract shall begin at the time of contract award. The Contract shall have an initial term of two (2) years, beginning on the date of contract award (the "Effective Date"). At the end of the Contract's initial term, the College shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for three (3) additional one-year option periods. The College will notify the Vendor of its intent to exercise the option to renew by the end of the then-current term. The Vendor can choose to reject any of the option periods, in which case the College will solicit new bids. If the Vendor chooses not to enter into an option period, the services shall continue at the stated terms until the end of the then-current term.

**L. FINANCIAL TERMS**

- 1) Payment to the Vendor will be made after the completion of each service and after submission of an invoice by the Vendor. The Vendor shall provide any administrative documentation required such as disclosure statements, tax identification forms, etc. necessary for the successful processing of payment.
- 2) The standard arrangement for invoicing shall be single invoices, meaning the Vendor shall provide the College with an invoice for each scheduled trip. Invoices must include detailed line item information, which includes separate line items for each charge associated with the scheduled trip, to allow the College to verify that invoiced pricing matches the pricing established through this bid.

**M. TERMINATION**

The College reserves the right to terminate the Contract for non-performance should the Vendor not meet the criteria of the Contract. If the Vendor does not meet the Contract requirements, the College will issue a cure notice specifying the deficiencies and allowing a time for correction (normally 10 days). If the deficiencies are not corrected in the time frame specified, the College may terminate the Contract. Either party reserves the right to terminate this contract with a 90-day written notice. If either party chooses to terminate this contract, the agreed upon services should continue at the terms specified herein throughout the termination period.

**N. RIGHT TO AWARD**

The College reserves the right to award this contract or any portion of this contract to a successful bidder, to negotiate with any or all bidders, to reject, accept and/or reconcile technical errors and to make any other decision which is considered in the best interest of the College in accordance with the provisions of The Code of Alabama 1975, Section 41-4-132. This contract will not be awarded solely on the basis of lowest price offered, but on the best overall value, quality and timeliness for the College.

**O. ACKNOWLEDGMENT/CERTIFICATION**

By executing this bid, the undersigned certifies to all of the following and acknowledges the contract may be declared void if it is discovered these certifications are false:



- 1) In compliance with Alabama Code 41-16-5, 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.
- 2) As required by Alabama Code 41-4-142, the undersigned certifies to the best of the vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.
- 3) As required by Alabama Code 41-4-142, the undersigned certifies that it, its contractors, or affiliates are appropriately registered to collect and remit sales and use tax, or simplified sellers use tax and lease tax.
- 4) As required by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535), the undersigned vendor certifies that it, and each of its sub-contractors for any contract awarded as a result of this bid/proposal, complies with the requirements of Act 2011-535, including the requirement for each employer in Alabama to verify the work authorization of its employees through the federal E-Verify system.
- 5) I 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.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Terms: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

<p>Sworn to and subscribed before me this</p> <p>_____ day of _____ 20 _____</p> <p>_____</p> <p>Notary Public</p> <p>My Commission Expires: _____ / _____ / _____</p>
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# State of Alabama Disclosure Statement

(Required by Act 2001-955)

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 of 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

OVER

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
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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 family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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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.)

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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
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***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
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Notary's Signature	Date	Date Notary Expires
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*Act 2001-995 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.*

State of \_\_\_\_\_  
County of \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

**RE Contract/Grant/Incentive (describe by number or subject):** \_\_\_\_\_ **by and between** \_\_\_\_\_ **(Contractor/Grantee)**  
**and** \_\_\_\_\_ **(State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, is authorized to provide the representations that are set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Applying the following definitions from the Section 3 of the Act, the Contractor/Grantee business structure is as indicated by my initials.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- \_\_\_\_\_ a. The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- \_\_\_\_\_ b. The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien, as that term is defined in Section 3 of the Act, within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

*{Alien is any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.}*

*{Unauthorized Alien is an alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).}*

4. Contractor/Grantee is enrolled in E-Verify unless *{initial the following selections which apply}*:

- \_\_\_\_\_ (a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.
- \_\_\_\_\_ (b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

Certification Pursuant to Act No. 2006-557

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 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 acknowledge that the awarding authority may declare the contract void if the certification is false.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_