

SMALL PUBLIC WORKS CONSTRUCTION CONTRACT FOR PROJECTS LESS THAN \$100,000

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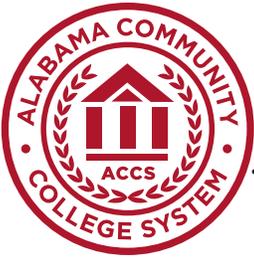
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Checklist of Documents to be Included with the Construction Contract

- ACCS Form 2-AA (Small Public Works Contract)
- Copy of General Contractor's or Specialty License
- ACCS Form 5-E (Bid Proposal Form)
- Certificate of Liability Insurance
- State of Alabama Disclosure Statement
- E-Verify Memorandum of Understanding
- W-9 Request for Taxpayer Identification Number and Certification



CONSTRUCTION CONTRACT FOR PROJECTS LESS THAN \$100,000

•Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.

1 ACCS PROJECT#: []

2 This Construction Contract is entered into this [] day of [] in the year of []
3 between the OWNER, the Alabama Community College System on behalf of:

Address: []

Email: [] Phone: []

4 and the CONTRACTOR,

Company Name: []

Address: []

Email: [] Phone: []

5 for the WORK of the Project identified as:

6 The CONTRACT DOCUMENTS are dated [] and have been amended by []

7 ADDENDA:

8 If an Architect is required by ACCS Facilities Division, The **ARCHITECT** is

Firm Name:			
Address:			
Email:		Phone:	

9 The **CONTRACT SUM** is:

Dollars

10 The **CONTRACT TIME** is

() calendar days

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract (ACCS Form 2-B), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. This Contract is not subject to the requirements of Title 39 of the Code of Alabama.

11 LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at:

Dollars (\$) per calendar day

12 SPECIAL PROVISIONS: (Special Provisions may be inserted here, such as acceptance or rejection of unit prices. If Special Provisions are continued in an attachment, identify the attachment below).

13 STATE GENERAL CONTRACTOR'S LICENSE: If the Project exceeds \$50,000, a State General Contractor's License is required. The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.:		Expiration Date	
Bid Limit:		Classifications	

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

If no State General Contractor's License is required, the Contractor shall have all other necessary license(s) required to complete the Work and shall be authorized to do business in the State of Alabama as evidenced in the Alabama Secretary of State records.

14 APPROVALS	CONTRACTING PARTIES
<p>ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)</p> <p>BY: _____ DATE: _____ CHIEF FACILITIES OFFICER</p>	<p>_____</p> <p>CONTRACTOR COMPANY</p> <p>BY: _____</p> <p>SIGNATURE</p> <p>NAME: _____</p> <p>TITLE: _____</p>
<p>LOCAL COLLEGE OR TRADE SCHOOL</p> <p>BY: _____</p> <p>AS PRESIDENT OF</p> <p>_____</p>	<p>ALABAMA COMMUNITY COLLEGE SYSTEM (AS OWNER)</p> <p>BY: _____</p> <p>CHANCELLOR</p>

ATTACHMENTS:

- Copy of Alabama General Contractor's License
- Proposal Form (ACCS Form 5-E)
- Tabulation of Proposals Requested
- Certificate of Liability Insurance
- State of Alabama Disclosure Statement
- E-Verify Memorandum of Understanding
- W-9 (Request for Taxpayer Identification Number and Certificate)

STATE GENERAL CONTRACTOR'S LICENSE INSTRUCTIONS

- Alabama General Contractor's and Specialty Licenses can be looked up on the State Licensing Board of General Contractor's website (<https://genconbd.alabama.gov/>)
- To look up and verify a General Contractor's or Specialty License, click on the "License Roster" link on the left side of the page
- To look up and verify Electrical, Plumbing and HVAC Licenses, click on the "Related Links" link on the left side of the page
 - o Select "Electrical Board" for Electrical Licenses and on the website go to "Licensee Search"
 - o Select "Plumbers and Gas Fitters Board" for Plumbing Licenses and on the website go to "Licenses", then "Licensee Search"
 - o Select "Heating and Air Board" for HVAC Licenses and on the website go to "Public Records", then "Licensee Search"

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 012234
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SAMPLE

LOCATION

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

SC: EQUIPMENT AND MACHINERY INSTALLATION

until June 30, 2023 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of May, 2022

183636

Michael B. Tew

SECRETARY-TREASURER

Charles A. Verbeke, Jr.

CHAIRMAN

State of Alabama
Electrical Contractors Board

[Redacted]
[Redacted]
ELECTRICAL CONTRACTOR

Original Issue Date: 10/28/1999

License No: 01550

The bearer of this card is entitled to the privileges according to
Act. 85-912 of the Alabama Legislature.

No.025018

Certification No. 2025175

Status : ACTIVE

2025

[Redacted]
Is a Registered Heating & Air Conditioning Contractor with the

STATE OF ALABAMA

BOARD OF HEATING, AIR CONDITIONING & REFRIGERATION
CONTRACTORS



Jeffrey M. Becraft
Executive Director

Expires on 12/31/2025



STATE OF ALABAMA



Plumbing License

Name COMPANY NAME

License No XX-00000-XX

Expiration 00/00/0000



FACILITIES DIVISION

ACCS FORM 5-E

PROPOSAL FORM

To: Alabama Community College System

Date: _____

In compliance with the Advertisement for Bids and subject to all the conditions thereof, the undersigned

<Legal Name of Bidder>

hereby proposes to furnish all labor and materials and perform all work required for the construction of **WORK:**

in accordance with Drawings and Specifications, dated _____, prepared by: _____, Architect/Engineer

The Bidder, which is organized and existing under the laws of the State of: _____,

having its principal offices in the City of: _____,

is: a Corporation a Partnership an Individual Other: _____

LISTING OF PARTNERS OR OFFICERS:

If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. ____ through ____ inclusively.

BASE BID: For construction complete as shown and specified, the sum of: _____ Dollars (\$))

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:

- For Alternate No. 1 (<Keyword for Amount>) add deduct \$
- For Alternate No. 2 (<Keyword for Amount>) add deduct \$
- For Alternate No. 3 (<Keyword for Amount>) add deduct \$
- For Alternate No. 4 (<Keyword for Amount>) add deduct \$
- For Alternate No. 5 (<Keyword for Amount>) add deduct \$
- For Alternate No. 6 (<Keyword for Amount>) add deduct \$

UNIT PRICES - (Attach to this Proposal Form the unit prices, if any, on a separate sheet.)

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a (Mark the appropriate box and provide the applicable information):

- Bid Bond, executed by _____ as Surety,
- A cashier's check on the _____ Bank: _____,
for the sum of: _____
Dollars (\$ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: _____ / _____ / _____
License Number Bid Limit Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder: _____

Mailing Address: _____

***By (Legal Signature):** _____

*Name & Title (Print):

Telephone Number:

(SEAL)

Email Address:

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

INSURANCE REQUIREMENTS

	Small Public Works Law Projects Projects less than \$100,000
Worker's Compensation (WC) / Employer's Liability	WC – as required by law
Commercial General Liability	\$1,000,000 per occurrence (Required for projects involving electrical, plumbing, roofing, mechanical, or when justified by risks to persons or property) Limits less than \$1 Million may be approved for smaller projects not listed above or as an exception on a case-by-case basis involving the projects listed above.
Commercial Business Automobile Liability	\$1,000,000 per occurrence (Required for projects involving delivery of heavy equipment, concrete installation, or when justified by the presence of construction vehicles on campus) Limits less than \$1 Million may be approved for smaller projects not listed above or as an exception on a case-by-case basis involving the projects listed above.
Commercial Umbrella	May be required by ACCS Facilities
Builder's Risk	
Pollution Liability Environmental Liability	N/A
TOTAL INSURANCE MINIMUM LIMITS FOR LIABILITY (NON-POLLUTION)	\$1,000,000



COI-SPW SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

current date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <i>Name of Insurance Agency who issues this certificate</i> <i>Agency Address</i> <i>Agency Phone Number / Contact</i>	CONTACT NAME: <i>Vendor Primary Contact Name</i>	PHONE (A/C, No, Ext): <i>Vendor Phone Number</i>	FAX (A/C, No): <i>Vendor Fax #</i>
	E-MAIL ADDRESS: <i>Vendor Email Address</i>		
INSURED <i>Legal Name of Insured Vendor / Company</i> <i>Vendor Address</i>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <i>list each applicable Insurance Company</i>		REQUIRED
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	REQUIRED MIN.
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	<i>list applicable policy number</i>	<i>Policy Effective Date - must be prior to or coincidental with effective date of contract</i>	<i>Policy Expiration Date - must be on or after termination of Construction Contract if occurrence based</i>	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	<i>list applicable policy number</i>	<i>see above</i>	<i>see above</i>	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000	
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$	
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	<i>list applicable policy number</i>	<i>see above</i>	<i>see above</i>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$	
A								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REQUIRED ADDITIONAL INSURED ENDORSEMENT (IN ENTIRETY):

"Alabama Community College System, (College), and their agents, consultants, and employees are named as additional insureds in respect to General, Umbrella, and Automobile Liability. Coverage afford the Additional Insureds is Primary and Non-Contributory except for Employer's Liability and contain no exclusions of the additional insureds relative to job accidents. Policies are endorsed to include a Waiver of Subrogation in favor of Alabama Community College System. Thirty (30) days notice of cancellation applies (ten (10) days notice for non-payment of premium) in favor of Additional Insured."

CERTIFICATE HOLDER

[REQUIRED AS BELOW]
Alabama Community College System
(name of Community College)
135 South Union Street
Montgomery, AL 36104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

NOTE: Must be notified as indicated; 30 days required.

AUTHORIZED REPRESENTATIVE

SIGNATURE REQUIRED

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext.):	FAX (A/C, No.):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

2

3

4

5

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBS INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
6	COMMERCIAL GENERAL LIABILITY	9		10	11	12	EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	8						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC						PRODUCTS - COMPIOP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR						\$
	EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				PER STATUTE OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

7

6

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13

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

14

CERTIFICATE HOLDER CANCELLATION

15		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

16

1. **Date** – Date the certificate was issued
2. **Producer** – The name of the insurance agent/broker
3. **Agent Contact** – Producer agent/contact information
4. **Insured** – The person or organization who purchased the insurance and has the policy in their name
5. **Insurer(s) Affording Coverage** – Indicates which insurance company is providing coverage (can be different for each type of coverage listed)
6. **Insurance Letter** – Insurer for a particular coverage, keyed to the corresponding letter in item #5
7. **Type of Coverage** – Ensure the company has the minimum Worker’s Compensation and Commercial General Liability (Automobile and Umbrella may be required depending on type of project)
8. **Occurrence** – The policy reaction to a general liability claim. The box for “Commercial General Liability” should always be checked. The box for “occur” (which means the policy applies per occurrence) should always be checked.
9. **Additional Insured and Subrogation Waived** – Column should be marked to indicate you have been added as additional insured and/or as having waiver of subrogation in its favor.
10. **Policy Numbers** – Policy numbers of the respective coverages
11. **Policy Effective** – Date the policy goes into effect (must be current)
12. **Policy Expiration** – Date the policy will expire (will need an updated Acord if expires before the end of the project)
13. **Limits** – Dollar amounts for individual limits (must be the same or greater than insurance requirements)
14. **Description** – This is a place that project description and information can be added like a Project Number, etc. The following statement is required to be added in this section or in an Endorsement:

“Alabama Community College System, (*College*), and their agents, consultants, and employees are named as additional insureds in respect to General, Umbrella, and Automobile Liability. Coverage afford the Additional Insureds is Primary and Non-Contributory except for Employer’s Liability and contain no exclusions of the additional insureds relative to job accidents. Policies are endorsed to include a Waiver of Subrogation in favor of Alabama Community College System. Thirty (30) days notice of cancellation applies (ten (10) days notice for non-payment of premium) in favor of Additional Insured.”
15. **Certificate Holder** – The person or organization that requested the insurance coverage
 - a. Example:

Alabama Community College System
“XYZ” Community College
“XYZ” Community College Address
16. **Signature** – Completed certificate must have signature



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 or last fiscal year?

- Yes
 No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

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

- Yes
 No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

