

This R.F.P. No **9-619** and the Proposal Opening date must appear on the proposal envelope.

REQUEST FOR PROPOSAL

OFFICE OF THE CITY PURCHASING AGENT
P.O. BOX 1111
Montgomery, Alabama
June 21, 2019

Gentlemen:

Sealed proposals for **Inmate Food Service** will be received by the undersigned until 2:00 P.M. **July 16, 2019** in Room 1, Building 1941, 934 North Ripley Street, Montgomery, Alabama, 36104, and be opened as soon thereafter as practical. Proposals will be publicly opened and read in Conference Room, Building 1941, 934 North Ripley Street, Montgomery, Alabama, 36104. Proposals may be hand carried or mailed; however, it is the responsibility of proposers to assure that proposals are received not later than 2:00 P.M. on the date indicated above. Proposals received after this time will not be considered.

SITE VISIT - Proposers are urged and expected to inspect the sites where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute ground for a claim after award of the contract.

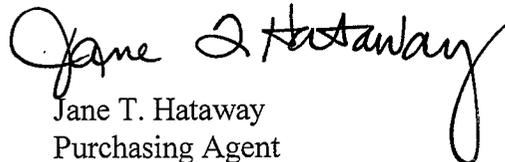
AMBIGUITIES - Proposers aware of any problem or ambiguity in interpretation of the provisions of this solicitation should seek an explanation, before proposing, from the City Purchasing Agent.

The City of Montgomery reserves the right to reject any or all proposals and the right to make an award in the best interest of the City of Montgomery.

No oral, telephonic, telegraph, facsimile proposals, modifications or alternate proposals will be considered. Proposals will not be considered from firms, individuals or the same owners of separate companies submitting more than one proposal.

Questions regarding this solicitation may be directed to telephone number (334) 625-2610 and should be presented prior to the proposal opening.

Sincerely,


Jane T. Hataway
Purchasing Agent

JH/kb

Attachments:

1. Proposal Form.
2. Request for Proposal
3. Special Provisions.

PROPOSAL FORM

R.F.P. No. 9-619

Mrs. Jane Hataway
City Purchasing Agent
P.O. Box 1111
Montgomery, Alabama 36101-1111

Dear Mrs. Hataway:

Submitted below is my firm proposal on Inmate Food Service in accordance with your Request for Proposal referenced above.

TOTAL PRICE PER MEAL:

\$ _____

NOTES:

1. A bond in a reliable surety company authorized to do business in the State of Alabama and doing business through an agent residing in the City of Montgomery, Alabama must be given successful proposer; such bond shall be for the sum of one hundred percent (100%) of the contract price conditioned for the prompt and faithful performance of all terms of the contract. Such bond will be required before the start of work by the successful proposer.
2. City telephones shall not be used for personal reasons nor for any toll or long distance calls.
3. The successful proposer shall understand that the awarded contract is for personnel services and is not assignable.
4. The City of Montgomery reserves the right to accept or reject any or all proposals within a minimum of 30 days after proposals are opened.
5. Proposers making exceptions to the proposal specifications which require the City of Montgomery to make modifications or add items necessary to meet specifications either in-house or by contract may have the costs involved added to their price proposal.
6. **PLEASE NOTE SPECIAL PROVISIONS ATTACHED.**
7. **INCOMPLETE PROPOSAL BONDS AND UNSIGNED PROPOSAL FORMS WILL BE CAUSE FOR DISQUALIFICATION OF A PROPOSAL.**
8. Contract period will be for a one (1) year period from date of award with an option to renew two (2) additional one (1) year periods.
9. This contract may be canceled for the convenience of either party, by either party giving sixty (60) days notice to the other party.

10. **VENDORS SHOULD PROVIDE ONE ORIGINAL PRINTED
HARDCOPY, CLEARLY IDENTIFIED AS SUCH, AND ONE (1)
ADDITIONAL COPY OF THEIR PROPOSAL.**

11. **BUSINESS OWNERSHIP:
SMALL – LESS THAN 50 EMPLOYEES OR GROSS RECEIPTS LESS THAN
\$1,000,000.00 PER YEAR, INDEPENDENTLY OWNED AND OPERATED.**

 YES NO
**MINORITY AND WOMEN OWNED – AT LEAST 51% OWNED BY ONE OR MORE
SOCIALY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS AND WHOSE
MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE
OR MORE OF THOSE INDIVIDUALS.**
 YES NO

EXCEPTIONS TO SPECIFICATIONS:

<hr/>	<hr/>
<hr/>	Proposal Date
<hr/>	<hr/>
<hr/>	Terms of Payment & Discount
<hr/>	<hr/>
<hr/>	Delivery Date Phone No
<hr/>	<hr/>
<hr/>	Company
<hr/>	<hr/>
<hr/>	Mailing Address Fax No.
<hr/>	<hr/>
	Email Address
	<hr/>
	BY: _____
	(Signature)
	BY: _____
	(Printed Name)

**City of Montgomery Police Department
P. O. Box 159
Montgomery, Alabama 36101**

**Request for Proposal: MONTGOMERY MUNICIPAL JAIL
INMATE FOOD SERVICE CONTRACT**

Prospective vendors are to review the attached specifications and individually respond to each with one of the following:

Yes – Proposed system/vendor supports this feature or ability.

No – Proposed system/vendor does not support this feature or ability.

* - Proposed system/vendor supports this feature or ability with modification. Vendor must separately explain each deviation.

All bids received by the City of Montgomery are made available for public review at the time of the bid opening and thereafter become a matter of public record.

Questions concerning this proposal and appointments for walk-through may be made to:

Montgomery Police Department
Major J. Reaves
320 N. Ripley Street
Montgomery, Alabama 36104
Email: jreaves@montgomeryal.gov
Phone: (334) 850-4440

Montgomery Municipal Jail – Inmate Food Service Contract

1. PROVIDER SHALL SEND WITH BID

- 1.1 Outlines for the structure of the organization and number of years in institutional food service.
- 1.2 Latest published annual report for the company or satisfactory written evidence of the financial stability of the organization.
- 1.3 A minimum of five current food service contracts with the following information: Client, contact person, address and telephone number, type and size of facility, type of food service operation and date of original contract. Please provide information for facilities approximately the same size, population and geographical area as the Montgomery Municipal Jail.

2. SCOPE OF WORK

- 2.1 The Provider shall furnish all management, labor, and food necessary to provide food service for the Montgomery Municipal Jail, hereinafter referred to as MMJ, inmates, including special diet meals, seven days a week for a period of one (1) year, with the option to renew up to two (2) additional years.
- 2.2 The MMJ Commander, or his/her designee, shall act as the agent of the jail facility's contract for the successful bidder, hereinafter referred to as the Provider, overseeing performance and completion of the contract pursuant to its terms and receiving, reviewing and processing billings from the Provider, conducting periodic inspections of the food service area and reviewing menus.

3. INSURANCE

- 3.1 The Provider shall carry appropriate insurance on their company employees, products and property, including Workers' Compensation and general liability in the minimum amount of \$1,000,000 per occurrence with aggregate of \$2,000,000.
- 3.2 The Provider shall provide proof of said applicable policies to the City of Montgomery no later than the date of commencement of service under the contract with the certificates of insurance for the foregoing coverage, which designates the City of Montgomery as an additional entity with respect to the Provider's participation in the contract and which includes a provision that the coverage shall not be cancelled, terminated or otherwise modified without a 30 day prior written notice provided to the City of Montgomery. Cancellation of insurance shall be cause for immediate cancellation of the contract.

4. LAWSUITS

- 4.1 In the event that any lawsuit is filed against the City of Montgomery, elected officials, employees and or agents based on or containing any allegations concerning any food related complaint or the performance of the employees,

Montgomery Municipal Jail – Inmate Food Service Contract

may be joined as parties defendant in any such rendered against them in a Court of Law. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by their parties.

- 4.2 The Provider shall respond to all inmate complaints or grievances related to food service.

5. HOLD HARMLESS

The Provider shall agree to indemnify and hold harmless the City of Montgomery, all agents, servants and employees for any and all claims, actions, lawsuits, damages, judgment or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of food services provided by the Provider, it being the express understanding of the parties hereto that the Provider shall provide the actual food service program. The City of Montgomery shall promptly notify the Provider of any incident, claim or lawsuit of which we become aware and shall fully cooperate in the defense of such claim, but the Provider shall retain sole control of the defense while their action is pending, to the extent allowed by law.

The City of Montgomery shall agree to indemnify and hold harmless the Provider, its agent's and servant's employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liability of any kind arising from the negligence of the MMJ or their employees.

6. SECURITY

The Provider and the Montgomery Municipal Jail understand that adequate security services are essential and necessary for the safety of the agents, employees and sub-contractors of the Providers as well as for the security of inmates and jail staff. The Montgomery Municipal Jail will take all reasonable steps to provide sufficient security to enable the Provider to safely and adequately manage the food service program described in the Agreement. It is expressly understood by the MMJ and the Provider that the provision of security and safety for the Provider's personnel is a continuing precondition of the Provider's obligation to provide its services in a routine, timely and proper fashion.

7. TERMINATION NOTICE

This contract may be terminated by either party provided a sixty (60) day written notice is given to the other party. Written notice to the MMJ must be sent to the MMJ Commander and the Purchasing Agent.

8. DISCONTINUANCE OF OPERATION

Montgomery Municipal Jail – Inmate Food Service Contract

Should it be necessary for the MMJ to discontinue operation of the institution for any reason, this contract shall become null and void.

9. EMERGENCY CONDITIONS

If the MMJ kitchen should be damaged by fire, flood, riot or any event that would render the kitchen inoperable, the MMJ shall determine, after consultation with the Provider, whether and to what extent the kitchen is operable. If the Provider cannot then prepare and serve the required meals, the MMJ, as its option, may continue with the contract or terminate without further obligation.

The bidder must include in the Bid Proposal a detailed description of the bidder's emergency plan for providing alternate food service in case of an emergency such as mentioned above.

10. STAFFING

The Provider shall provide sufficient staff at all times to ensure the efficient operation of food service.

The Provider shall provide a trained food service manager with at least twelve (12) months experience in institutional food service management, or similar experience in correctional facilities, who will work with the administration of the MMJ. The Provider shall provide the MMJ Commander with the prospective manager's resume and qualifications. Employment of the manager and all other employees of the Provider at the facility will be subject to review and approval by the MMJ Commander, or his/her designee, and who reserves the right to remove any individual employed by the Provider from the MMJ at his discretion.

11. BACKGROUND INVESTIGATIONS

The Provider's employees will be subject to a background investigation, security checks and drug screening as is normally required for personnel of the MMJ. These processes will be completed by the Provider and results will be released to the MMJ Commander. The MMJ Commander reserves the right to deny any of the Provider's employees access to the facility that do not meet established security clearances or obey the established rules and regulations for the MMJ. Final selection of all employees shall be at the discretion of the Montgomery Police Department.

12. PHYSICAL EXAMINATIONS

All employees shall be required to undergo periodic physical exams as specified by state, local and federal regulations at the Provider's expense.

Montgomery Municipal Jail – Inmate Food Service Contract

13. ORIENTATION AND TRAINING

The Provider's employees must attend orientation classes and in-service training as mandated by the MMJ and the State of Alabama. Such training will be provided by the MMJ. Salaries for training will be the responsibility of the Provider.

14. CONDUCT OF PROVIDER'S EMPLOYEES

The Provider shall instruct all employees that all rules and regulations, policies and procedures established by the MMJ shall be adhered to.

- 14.1 Provider shall prohibit employees from personal use of the telephone or office equipment provided for official business.
- 14.2 No food, supplies, material or equipment provided, acquired or utilized in the performance of the contract shall be removed from the MMJ for personal use or used in any manner not provided herein without approval from the MMJ Commander.
- 14.3 All Providers' personnel shall be required to comply with the MMJ and the State of Alabama rules and regulations concerning food service.
- 14.4 All Provider's personnel may be required to wear identification badges issued by the Montgomery Police Department.
- 14.5 Provider's employees shall not fraternize with inmates or MMJ staff.

15. STAFFING PROPOSAL REQUIREMENTS

The Provider shall provide with its Proposal, individual job descriptions and levels of responsibility that will be assigned to those individuals within the MMJ.

16. CONTRACT SUPERVISION

The MMJ shall appoint a person from its staff to oversee the contract. This person shall randomly check for contract compliance. The Provider shall cooperate with this person in obtaining all requested information.

17. INMATE WORKERS

The MMJ may provide inmate workers. Incidents involving inmate rules violations will be reported immediately, both verbally and in writing, to MMJ staff.

18. FOOD AND SPECIFICATIONS

- 18.1 All food shall be provided by the Provider and prepared on-site.
- 18.2 The following are the minimum specifications for raw food; higher but not lower grades can be purchased. The Provider will use commodities as much as

Montgomery Municipal Jail – Inmate Food Service Contract

possible.

- Beef, veal and lamb shall be of at least USDA choice.
- Ground beef-utility or better, not to exceed 25% fat.
- Poultry and dairy products shall be of at least USDA Grade A.
- Canned fruits and vegetables shall be of at least USDA Grade C.
- Frozen fruits and vegetables shall be of at least USDA Grade B.
- Fresh produce shall be of at least USDA No. 2.
- Eggs shall be of at least USDA Grade “A” Medium.
- Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection, USDA Grade A.
- Pork products, in whole or in part, shall not be used.

18.3 Commodities - The Provider agrees to assist the MMJ in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the Provider. If surplus food is used, the Provider agrees to fully utilize all appropriate surplus food commodities obtained by the MMJ from the US Department of Agriculture. Commodities should not be used in calculating meal prices. The difference between the cost of the commodities received each month and current market cost for such commodities shall be applied as a credit and applied to the next invoice to the MMJ. The Provider shall follow all record keeping requirements of the USDA for purchasing surplus food.

18.4 Meal Standards – All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association. All menus will be approved prior to service by a certified dietitian licensed by the State of Alabama. All meals served shall meet current RDA requirements and will provide an average of 2,800 calories per day in addition to all required nutrients. The MMJ reserves the right to consult with another dietitian for review of menus and nutritional information. A four week menu should be included in the proposal. The successful bidder shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, catsup or mustard where indicated).

18.5 Food Inventory – The Provider shall be responsible for purchasing, receiving and storing all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates during the period of the contract. The Provider must maintain, at a minimum, a 3-day supply of food on hand. All inventories shall be rotated regularly and the Provider shall ensure that the food items are not served when unfit for consumption or after the manufacturer’s expiration date. The Provider shall retain ownership of such inventory.

18.6 Meal Counts – The MMJ will order inmate meals, special diet meals and sack

Montgomery Municipal Jail – Inmate Food Service Contract

meals at time mutually agreeable to the MMJ and the Provider. However, the Provider shall prepare sufficient additional meals in the event of unexpected newly arrived inmates. Meals will be placed on carts according to the number of meals ordered per housing area.

18.7 Pre-Plating – Meals shall be portioned on trays in the kitchen and placed in a cart in the staging area where the carts with trays and beverages will be picked up by MMJ and delivered to the inmate housing units.

18.8 Meal Schedule – The provider shall provide three full, nutritionally balanced meals (hot breakfast, hot lunch, hot dinner) each day at regularly scheduled times as follows:

Breakfast	Start: 0430 hours	End: 0600 hours
Lunch	Start: 1030 hours	End: 1130 hours
Dinner	Start: 1630 hours	End: 1800 hours

18.9 Sack Meals – The Provider shall provide sack lunches as needed. Sack lunches can be ordered for inmates that cannot eat during regular meal times or are otherwise on restriction. Sack lunches will consist of, at minimum, two sandwiches, one piece of fruit, chips or similar item, dessert and a beverage. The Provider shall vary sack meal items to avoid repetition. The Provider shall submit a sample one-week sack meal menu with the Proposal. The average number of sack meals required is approximately ten (10) per day.

18.10 Menu Cycle – The menu cycle included with the Proposal will consist of a four week minimum menu cycle and will be submitted for approval to the MMJ Commander at least 30 days in advance. The MMJ reserves the right to Specify the order in which the weekly menus are to be arranged. The MMJ also reserves the right to make substitutions with respect to individual menu items and have them replaced with like or similar individual menu items should it be necessary or if commodity is available.

18.11 Recipes – Where combination foods are on the menu, the Provider shall maintain a file containing the recipe, a list of ingredients, the quantities, the number of servings and the size of each serving. Recipes for all menus shall be maintained on-site.

18.12 Substitutions – Any substitution to the established menus shall be verified with a dietitian to determine the appropriateness of those substitutions.

18.13 Special Diets – The Provider shall provide special medical, religious and vegetarian diets at no additional charge. Snacks are to be included in the price per meal. A dietitian shall review the contents of such meals to ensure their

Montgomery Municipal Jail – Inmate Food Service Contract

per meal. A dietitian shall review the contents of such meals to ensure their proper nutritional balance. The average number of diets that will be served is ten (10) per meal.

18.14 Holiday/Spirit Lifter Meals – The Provider is expected to provide, at no additional charge, a minimum of three (3) Holiday/Spirit Lifter Meals annually including Thanksgiving, Christmas and one meal to be scheduled at the discretion of the MMJ Commander. A copy of the proposed menus is to be included in the Proposal.

18.15 Special Events – The Provider shall cater special events such as retirements, academy graduations, and promotions at a separate price to be negotiated later.

18.16 Officer Meals – Provider shall feed MMJ staff at no cost to them. Staff meals will be added to the number of meals served each day.

19. RECORDS

The Provider shall keep a permanent record of the number of meals served, the food content of each meal and any menu substitutions or modifications, with copies provided to the MMJ. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietitian has been consulted when appropriate. The Provider shall maintain and provide such daily, weekly and monthly records as the MMJ may require and shall maintain records for a minimum of three (3) years.

20. OPERATIONS

20.1 Average Daily Population – The average daily population is expected to be approximately 125-150 inmates per meal.

20.2 Equipment – The Provider and employees must safeguard all property of the MMJ. The Provider shall allow employees to use MMJ equipment only after they have been trained in its proper use. The Provider shall be held responsible for damage resulting from negligence or carelessness on the part of its employees. The Provider shall notify MMJ staff immediately of the need for equipment repair and maintenance. The MMJ will maintain all owned equipment.

20.3 Keys – The Provider shall be responsible for control of keys obtained from the MMJ and the security of those areas for which the keys are given. The Provider shall be responsible for immediately reporting all facts relating to any loss of keys or losses incurred as a result of break-ins to those areas. No keys to any part of the MMJ may be duplicated. All keys will be provided by the MMJ, made available at the beginning of the shift and turned in at the end of

Montgomery Municipal Jail – Inmate Food Service Contract

the shift. No keys shall leave the MMJ.

- 20.4 **Provider Expenses** – The Provider shall be responsible for all labor-related costs, food costs and other expenses such as laundry and uniforms for the Provider’s employees, insurance premiums, license fees, long distance/cell phone expenses, office supplies and postage.
- 20.5 **Knife Security** – The Provider shall be responsible for the control of all knives and kitchen utensils. All knives and kitchen utensils shall be counted and locked for safe keeping in accordance with policy and procedures provided by the MMJ.
- 20.6 **Sanitation** – The Provider shall perform regular routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area. The equipment and fixtures shall be maintained in a clean, sanitary condition as specified by the Health Department, State of Alabama and other applicable Federal and State Laws.
- 20.7 **Inspections** – The Provider shall agree to allow unscheduled visits by the MMJ, Health Department, State of Alabama, Fire Marshal, U.S. Marshal’s Service, I.C.E. or any other inspecting agency approved by the MMJ Commander.

21. RESPONSIBILITIES OF THE MONTGOMERY MUNICIPAL JAIL

- 21.1 Provide, install, maintain, repair and replace, if necessary, and permit the Provider to use all food service equipment and fixtures.
- 21.2 Provide all cleaning supplies, paper products, food trays and utility carts.
- 21.3 Provide all utilities such as trash removal, pest control, office space, including desk(s), chair(s), filing cabinet(s), telephone(s), telephone service and inmate uniforms. The MMJ will not provide long distance telephone service.
- 21.4 Provide laundry services for all aprons, towels, dishcloths, etc. used in the food service operations, except for the Provider’s employee’s uniforms. The Provider shall be responsible for ensuring staff uniforms are clean and in good repair.
- 21.5 Provide ID badges for all employees as deemed necessary.
- 21.6 Provide timely orders for meals.
- 21.7 Provide a sufficient supply of departmental forms to be used in food service.

Montgomery Municipal Jail – Inmate Food Service Contract

22. BILLING

Provider Compensation – as full and complete compensation to the Provider for all food, labor and materials furnished and all services performed pursuant to these specifications, City of Montgomery shall pay the Provider upon submission of properly certified invoices prepared in a format required by the Montgomery Municipal Jail. Compensation shall be based on the applicable daily, per meal costs expressed in the awarded bid proposal multiplied by the number of meals ordered or actually served each day, whichever is higher, less any credit due from previous invoices.

Daily Inmate Count for May, 2019:

1	116
2	121
3	126
4	114
5	126
6	137
7	108
8	104
9	106
10	108
11	108
12	109
13	104
14	112
15	109
16	119
17	109
18	120
19	125
20	130
21	106
22	117
23	111
24	112
25	116
26	121
27	127
28	142
29	115
30	127
31	128

Daily Average: 117

Montgomery Municipal Jail – Inmate Food Service Contract

CHECKLIST MUST BE COMPLETED BY THE BIDDER

SECTION	CAN COMPLY	CANNOT COMPLY	SEE ATTACHED SHEETS
1.1	_____	_____	_____
1.2	_____	_____	_____
1.3	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____
4.1	_____	_____	_____
4.2	_____	_____	_____
5.0	_____	_____	_____
6.0	_____	_____	_____
7.0	_____	_____	_____
8.0	_____	_____	_____
9.0	_____	_____	_____
10.0	_____	_____	_____
11.0	_____	_____	_____
12.0	_____	_____	_____
13.0	_____	_____	_____
14.0	_____	_____	_____
14.1	_____	_____	_____

Montgomery Municipal Jail – Inmate Food Service Contract

SECTION	CAN COMPLY	CANNOT COMPLY	SEE ATTACHED SHEETS
14.2	_____	_____	_____
14.3	_____	_____	_____
14.4	_____	_____	_____
14.5	_____	_____	_____
15.0	_____	_____	_____
16.0	_____	_____	_____
17.0	_____	_____	_____
18.1	_____	_____	_____
18.2	_____	_____	_____
18.3	_____	_____	_____
18.4	_____	_____	_____
18.5	_____	_____	_____
18.6	_____	_____	_____
18.7	_____	_____	_____
18.8	_____	_____	_____
18.9	_____	_____	_____
18.10	_____	_____	_____
18.11	_____	_____	_____
18.12	_____	_____	_____
18.13	_____	_____	_____
18.14	_____	_____	_____

Montgomery Municipal Jail – Inmate Food Service Contract

SECTION	CAN COMPLY	CANNOT COMPLY	SEE ATTACHED SHEETS
18.15	_____	_____	_____
18.16	_____	_____	_____
19.0	_____	_____	_____
20.1	_____	_____	_____
20.2	_____	_____	_____
20.3	_____	_____	_____
20.4	_____	_____	_____
20.5	_____	_____	_____
20.6	_____	_____	_____
20.7	_____	_____	_____
21.1	_____	_____	_____
21.2	_____	_____	_____
21.3	_____	_____	_____
21.4	_____	_____	_____
21.5	_____	_____	_____
21.6	_____	_____	_____
21.7	_____	_____	_____
22.0	_____	_____	_____

SPECIAL PROVISIONS

NO. 1

THE CITY OF MONTGOMERY REQUIRES THAT A BOND BY A RELIABLE SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF ALABAMA BE FILED WITH EACH PROPOSER'S PROPOSAL THAT EXCEEDS \$50,000.00. SUCH BOND SHALL BE FOR THE SUM OF FIVE PERCENT (5%) OF THE TOTAL PROPOSAL. A CASHIERS CHECK PAYABLE TO THE CITY OF MONTGOMERY OR AN IRREVOCABLE LETTER OF CREDIT SHALL ALSO BE ACCEPTABLE.

NO. 2

CITY ORDINANCES MANDATE THAT ANYONE WHO TRANSACTS BUSINESS WITHIN THE CITY LIMITS OF MONTGOMERY BY ONE OR ALL OF THE FOLLOWING SITUATIONS IS SUBJECT TO OBTAIN A CITY BUSINESS LICENSE:

- 1) A physical location within the City.
- 2) A representative of your company calls on customer or solicits business within the City.
- 3) Merchandise is delivered into the City on a vehicle other than by common carrier.

PROPOSERS FALLING WITHIN THE ABOVE CATEGORIES WILL BE REQUIRED TO OBTAIN A CITY OF MONTGOMERY BUSINESS LICENSE PRIOR TO ISSUANCE OF A CONTRACT OR PURCHASE ORDER.

BUSINESS LICENSE NO. _____

NO. 3

Verification of E-Verify Enrollment in accordance with the Beason-Hammon Act.

SECTION 9

-The attached form should be completed and signed. Attach to it verification of your enrollment in E-Verify.

**RFP/PROCUREMENT STATEMENT OF COMPLIANCE WITH THE BEASON-
HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT AS
AMENDED**

This form with attachment is to be returned with the response to any RFP or other form of procurement and is to be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama.

State of _____
County of _____

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

_____ (state position) for _____

_____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.”

I further assert that said business entity/employer/contractor is enrolled in the E-Verify program if enrollment is not eligible to enroll because of the rules of that program or other factors beyond its control.
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Signature

ATTACHMENT: VERIFICATION OF E-VERIFY ENROLLMENT.

THIS FORM PROVIDED FOR COMPLIANCE WITH SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) (b).and (c) as amended.

1/3/2013