

NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS  
TO ALL CONTRACTORS OF THE FOOD BANK OF NORTH ALABAMA, A  
STATE-FUNDED ENTITY.

As a contractor, as defined in the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (hereinafter “the ACT”), to the Food Bank of North Alabama (hereinafter “FBNA”), it is critical to your relationship (future and continuing) with FBNA that you comply with the Immigration Reform Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding or signed contract with the Alabama Department of Homeland Security serving as the employer’s E-Verify agent, as requested in the accompanying documentation. If you do not believe these obligations apply to you, please notify FBNA immediately.

Every contract, including an affiliated agency agreement, entered into by FBNA from this point forward with a contractor (including affiliated agencies) will contain the following clause:

**ALABAMA IMMIGRATION LAW COMPLIANCE:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the Form I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, contractor shall not knowingly employ, hire for employment, or continue to employ any unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the contractor’s hiring practices to execute an affidavit to this effect on the form supplied by the FBNA and return same to the FBNA. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum for Understanding and such other documentation as the FBNA may require to confirm contractor’s enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If contractor received *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the FBNA and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and

Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If contractor violates any term of this provision, this agreement will be subject to immediate termination by FBNA. To the fullest extent permitted by law, contractor shall defend, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between FBNA and the contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

**Alabama Immigration Law Compliance Contract Notice Acknowledge and Agreed by contractor whose name appears below:**

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Contractor Officer or Owner Signature/Date

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Print Name/Title/Company