SARALAND
Board of Education

4010 Lil' Spartan Drive Saraland, Alabama 36571 Phone (251) 375-5420

BOARD OF SCHOOL COMMISSIONERS
Ms. Renee Jerkins – President
Dr. Lonnie Burnett – Vice-President
Ms. Josephine Rodgers – Board Member
Dr. Gary Shockley – Board Member
Mr. Kris Nelson – Board Member

SUPERINTENDENT – Brent Harrison, Ed.D.

INVITATION TO BID
JANITORIAL CONTRACT SERVICES AND SUPPLIES
BID NO. 27-01

Saraland Board of Education will receive sealed bids for the furnishing of janitorial services and supplies hereinafter described and specified.

A **required pre-bid walkthrough** is scheduled for **9:30 on Monday, October 19th at Saraland High School**. Please contact Daniel Clark at 251-586-2449 if you have any questions prior to the walkthrough.

All proposals must be in sealed envelopes and shall be in the hands of Mr. Mason Primm, Chief School Finance Officer, no later than **Monday, November 2, 2026 at 9:29a.m.** Sealed proposals will be opened by the Saraland Board of Education, at its office, 4010 Lil' Spartan Drive, Saraland, AL 36571, on **Monday, November 2, 2026 at 9:30a.m.** at which time they will be publicly opened and read aloud.

All bids should be mailed or delivered to **Saraland Board of Education, 4010 Lil' Spartan Drive, Saraland, AL 36571**. The bid name and number shall be written on the outside of the bidder's envelope. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. If mailing in a sealed bid, be sure to have the package delivered one day prior to the bid opening date due to office mail delivery times.

All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the bid request. No oral, email, telegraphic or telephone proposals or modifications will be accepted.

Also, please complete the attached E-Verify Documents, as applicable to your company, and submit with your bid.

The bidders, before submitting a proposal, shall carefully examine the specifications to fully inform themselves as to all conditions and limitations.

Saraland Board of Education
General Specifications
Janitorial Services Bid with Alternate Cleaning Supplies
Bid No. 27-01

I. Intent of Bid

The intent of this bid is to establish a contract between the Saraland Board of Education (the "Board") and the successful bidder for the furnishing of janitorial services described herein. The solicitation includes a separate Alternate Bid for required cleaning supplies. The base bid for janitorial services shall be evaluated and awarded separately from the Alternate Bid for cleaning supplies.

II. Qualifications of Bidders

A. Any person, firm, or corporation submitting a bid must demonstrate that it is a responsible and responsive bidder and has adequate trained service personnel, supervision, equipment, and resources to meet the janitorial service requirements of the Saraland Board of Education. The Board reserves the right to request documentation reasonably necessary to determine responsibility and responsiveness.

   Each bidder shall furnish certificates of insurance, signed by the licensed insurance agent or otherwise acceptable evidence of coverage, demonstrating the coverages and limits required by this solicitation. The Board reserves the right to require certified copies of policies or endorsements. Insurance shall be maintained throughout the term of the contract, including any renewals. The Board shall be an additional insured under the liability policies for liability arising from Contractor operations. Required endorsements shall be furnished before services begin. The Contractor shall promptly notify the Board of cancellation or material reduction of coverage.

B. The Contractor shall maintain during the life of the contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverages, in an amount not less than $1,000,000 for any one occurrence and $2,000,000 general aggregate for bodily injury, including death, and property damage liability.

C. The Contractor shall maintain during the life of the contract Business Automobile Liability insurance covering owned, hired, and non-owned automobiles, in an amount not less than $1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

D. The Contractor shall maintain Workers' Compensation and Employers' Liability insurance providing coverage as required by the Alabama Workers' Compensation Act and any other applicable law. Where permitted by law, coverage shall include all employees performing services under this contract.

E. The Board will not be responsible for late, delayed, misdirected, incomplete, or undelivered bids. Bidders are solely responsible for ensuring that bids are received at the location and by the deadline stated in the official invitation to bid.

F. This solicitation is subject to the Alabama Competitive Bid Law applicable to city and county boards of education, including Ala. Code § 16-13B-1 et seq., as amended. The Board will conduct the solicitation, bid opening, evaluation, and award in accordance with applicable law, Board policy, and the official invitation to bid.

III. Method of Award

A. The base janitorial services contract will be awarded to the lowest responsible and responsive bidder whose bid conforms to the specifications and requirements of this solicitation. Bidders must submit pricing by facility as required on the bid form. The Board reserves the right to award a single contract for all facilities or separate contracts by facility or service, if stated in the bid form and permitted by applicable law. The Board reserves the right to reject any or all bids as permitted by law.

B. The Board of Education will contract with the successful bidder(s) for a period beginning December 1, 2026 through November 30, 2027. The Board may renew the contract for additional one-year periods, provided that the total contract term does not exceed five (5) years and any renewal is authorized in writing by the Board and accepted in writing by the Contractor. Renewal is subject to continued satisfactory performance, availability of funds, and all applicable law. Base service prices shall remain fixed during the initial term and renewals unless a specific adjustment formula is stated in this solicitation before bidding and included in the award.

C. In determining the lowest responsible and responsive bidder, the Board may consider the factors permitted by Alabama law, including the bidder's compliance with the specifications, quality and conformity of the services and supplies proposed, purpose for which required, terms of delivery, and other information relevant to bidder responsibility and responsiveness. Any evaluation criteria or preferences used by the Board will be stated in the solicitation and applied consistently.

D. If the apparent low bidder is determined to be nonresponsive or not responsible, or refuses to accept the requirements of the solicitation without an approved deviation, the Board may proceed in accordance with Alabama law, including consideration of the next lowest responsible and responsive bidder where permitted.

E. Bidders shall not engage in collusion, bid fixing, price disclosure, or any other conduct prohibited by Alabama law. The Board will retain procurement records and make award information available as required by applicable law.

F. The Board has established an anticipated budget for the services and supplies contemplated by this solicitation. The Board does not disclose its internal budget estimate or anticipated expenditure amount as part of this solicitation. All bids submitted shall be evaluated in accordance with the specifications, terms, conditions, and applicable Alabama law. The Board reserves the right to reject any or all bids if the prices submitted are determined to be excessive, unreasonable, or otherwise not in the best interest of the Board. Any contract resulting from this solicitation shall be subject to the availability and appropriation of funds and to approval by the Board. No provision of this solicitation shall be construed as creating an obligation for the Board to expend funds beyond those legally appropriated and authorized. The Board reserves the right to negotiate with a bidder when specifically authorized by applicable Alabama law and Board policy provided that all applicable statutory requirements are satisfied.

G. The Board may terminate the contract for material nonperformance, failure to meet specifications, unsatisfactory service or quality, or other material breach after written notice and ten (10) calendar days to cure. Routine cleaning deficiencies shall be corrected before the next school opening or within twenty-four (24) hours after notice, whichever occurs first; safety hazards require immediate corrective action. Repeated deficiencies after written warning may warrant termination despite correction of individual occurrences. The Board may terminate immediately for abandonment, loss of required insurance, or a material safety or security threat, subject to any legally required procedures. The Board may terminate for convenienceon thirty (30) days' written notice or for unavailability of legally authorized funds on written

notice. Payment upon termination is limited to properly performed services and accepted supplies through the effective date, less proper credits and offsets; no lost profits, termination fees, or unamortized equipment costs are payable. The Contractor shall return Board property and access credentials and cooperate in transition.

IV. Proposal Form and Information Required at Bid Opening

A. The proposal form accompanying this solicitation must be completed legibly and in full. Bidders must provide all information and documentation requested. Failure to provide required information may render a bid nonresponsive.

B. The bid form shall contain separate pricing for (1) the base janitorial services and (2) Alternate Bid A – Cleaning Supplies. The Board may evaluate and award these components separately.

C. All prices shall be stated to no more than two (2) decimal places unless otherwise specified on the bid form.

V. Invoicing and Terms of Payment

A. It is the intent of the Board to pay properly submitted, undisputed invoices within thirty (30) days of receipt, subject to applicable law and Board procedures. If a dispute arises regarding services, quality, quantities, or other charges, payment of the disputed amount may be withheld until the dispute is resolved.

B. The Contractor shall separately itemize janitorial services and, if Alternate Bid A is awarded, cleaning supplies on invoices. No additional markup, surcharge, or fee for supplies shall be permitted beyond the awarded Alternate Bid pricing unless expressly authorized in the contract. The Board may require reasonable supporting documentation for supply charges.

C. The stated terms of payment are the terms the Board intends to use for this solicitation. Any proposed exception or alternate payment term must be expressly identified in the bid and may be grounds for determining the bid nonresponsive.

VI. Standard Contract Conditions

A. Contractor shall provide janitorial services at the Saraland Early Education Center, Saraland Elementary, Saraland Middle School, and Saraland High School, including the Athletic Facilities, as identified in the bid documents and any addenda.

B. Contractor shall provide pricing for each location and the required daily, weekly, monthly, semi-annual, and summer services described in this solicitation. Pricing shall be stated on the bid form.

C. The base janitorial services bid shall include all labor, supervision, equipment, tools, personal protective equipment, and routine materials necessary for the performance of the janitorial services, except for the consumable cleaning supplies specifically included in Alternate Bid A. The Alternate Bid for cleaning supplies shall be priced separately and shall not be included in the base janitorial services price. If Alternate Bid A is declined or awarded to another supplier, the Board shall arrange provision of the excluded supplies. The Contractor shall monitor inventory, give timely reorder notices, and promptly report shortages. No supply purchase at Board expense is authorized without prior written approval.

D. Services shall be administered by competent, on-site supervision. Each site shall have an on-site supervisor present as required by the service schedule. The Contractor shall provide adequate supervision to ensure that responsibilities and performance standards are consistently met.

E. Service Schedule – The Contractor shall provide the proper number of custodians and work hours needed to properly maintain the Saraland Early Education Center, Saraland Elementary, Saraland Middle School, and

Saraland High School during the school day and after school hours. The bidder shall include staffing levels and proposed work schedules for all sites on the bid form or required attachment.

F. Staffing Requirements and Service-Level Adjustment - The Contractor shall maintain the staffing levels proposed in its bid and accepted by the Board for each facility. The staffing levels identified in the Contractor's accepted staffing plan shall constitute the Assigned Staffing Level for purposes of contract administration. For purposes of this provision, a staff position shall be considered filled when an employee is assigned to the applicable facility and actually performs the required duties for the scheduled hours; qualified substitutes shall cover absences and vacancies. Required staffing shall be maintained from the first scheduled service day, and facility-specific time records shall be furnished upon request. Temporary vacancies, absences, or other reductions in staffing shall be reported to the Board's designated representative. For unprovided staffing hours during any monthly billing cycle, the Board may deduct the monthly base service charge multiplied by the ratio of unprovided required staffing hours to total required staffing hours for that facility during that cycle. Replacement personnel's actual qualifying hours shall count toward coverage. The staffing deductions described above are intended to compensate the Board for reduced contracted service resulting from failure to maintain the required staffing level and shall not relieve the Contractor of its obligation to provide the services required by the contract. Staffing deficiencies caused by circumstances beyond the Contractor's reasonable control may be excluded from the calculation at the discretion of the Board, provided that the Contractor promptly notifies the Board of the circumstances and demonstrates reasonable efforts to restore the required staffing level. The Board shall provide the Contractor with written notice of any proposed staffing deduction and the applicable dates and staffing information supporting the deduction. The Contractor shall have an opportunity to provide supporting documentation or identify an error before the deduction is applied. Repeated failure to maintain the required staffing level may constitute a material failure to perform under the contract and may subject the Contractor to additional remedies provided in the contract, including corrective action, termination for cause, or other remedies available to the Board.

G. Inspections by a non-crew supervisor shall be performed at least every two weeks. Inspection records shall be maintained and made available to the Board upon request.

H. The Contractor shall be available twenty-four (24) hours per day, seven (7) days per week for emergency or special cleaning services as requested by the Board, subject to the terms and pricing stated in the bid form or contract.

I. Indemnification – To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Board, its elected and appointed officials, employees, agents, and volunteers from claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent arising from the negligent acts or omissions, willful misconduct, or contractual breaches of the Contractor, its subcontractors, employees, or agents in the performance of the contract. The Board undertakes no reciprocal indemnity or defense obligation.

J. Contract Documents and Administration – These specifications, the invitation, written addenda, and the accepted bid constitute the contract upon written Board award and acceptance by the Contractor. Board terms and addenda control over conflicting bidder terms; no vendor standard form, invoice term, or exception is accepted without express written Board approval consistent with law. The Contractor is an independent contractor responsible for its personnel, wages, taxes, supervision, and legal compliance. Assignment or subcontracting requires prior written Board consent and does not release Contractor responsibility; no assignment may be made to an unsuccessful bidder rejected as not responsible. Additional compensation or a material change requires advance written authorization by the Board or its duly authorized representative and compliance with procurement law. The Contractor shall correct deficient work at its expense; the Board may obtain necessary substitute services and recover reasonable documented costs caused by default, without double recovery of the same loss. The Contractor shall continue services

during good-faith billing disputes. No employee-hiring fee, equipment reimbursement, unilateral price increase, or publicity right is created. Alabama law governs, and venue lies in a court of competent jurisdiction in Mobile County, Alabama. No Board immunity or defense is waived.

K. Training Procedures/Good Cleaning Practices – Bidder shall provide an overview of employee training procedures and a description of its cleaning practices, quality-control procedures, and methods for maintaining safe and sanitary facilities.

L. Security Measures – Contractor shall comply with all Board security requirements and applicable law. At a minimum, the Contractor shall comply with the Board's requirements concerning background checks, uniforms/identification, age requirements, key and access-card management, security breaches, incident reporting, and safety and fire-protection training. The Contractor shall maintain an approved personnel roster and immediately replace personnel excluded by the Board for safety, security, conduct, or performance reasons. Lost credentials and security incidents shall be reported immediately. The Contractor shall pay reasonable rekeying and replacement costs caused by its personnel's negligence or misconduct.

M. The Contractor shall not permit any employee or subcontractor to access school property unless all background-check and access requirements applicable to contractual service providers have been satisfied.

N. Day Porters – The following numbers of day porters are required during normal school operating hours, subject to the service schedule stated in this solicitation and the Board-approved school calendar:

*Saraland Early Education Center:	1
*Saraland Elementary School:	1
*Saraland Middle School:	2
*Saraland High School:	2
*Saraland High School Indoor Athletic Facility:	1

O. Floor Technicians are expected to clean once per week during non-working hours, unless otherwise stated on the bid form or directed by the Board.

VII. General Requirements

A. DAILY CLEANING SCHEDULE

Entrances, Reception Area, Hallways, Classrooms, Offices, Conference Rooms, Lunch Rooms, Common Areas, Athletic Facilities, Auditorium

Surface dust horizontal surfaces of desks, credenzas, tables, filing cabinets, etc.
Spot clean horizontal surfaces for removal of spillage, marks, and rings.
Empty all trash and recycling receptacles and remove to a collection point. Replace all can liners
Clean fingerprints and smudges from entrance glass and entry doors.
Sweep and spot mop all hard surface floors.
Vacuum all carpeted area walkways.
Report all maintenance issues in Log Book.

RESTROOMS

Empty trash receptacles and wash, if necessary.
Disinfect door handles, partition handles and light switches.
Clean all dispensers, mirrors, and fixtures.
Clean and disinfect sinks, toilets, toilet seats, and urinals.

Spot clean walls and partitions to remove smudges and marks.
Restock all paper products and hand soap.
Sweep and mop floor with disinfectant.

B. WEEKLY CLEANING SCHEDULE

Thoroughly dust all horizontal surfaces of office furniture, including desks, computer monitors, tables, file cabinets, windowsills, and wall hangings.
Wipe clean all telephone receivers and dust bases.
Vacuum all carpeted areas wall to wall.
Thoroughly mop all hard surface floors.

RESTROOMS

Clean and sanitize the outside of trash receptacles and dispensers.
Polish all dispensers, mirrors, and bright work.
High dust tops of doors, partitions, mirrors, and air vents.
Clean and sanitize restroom partitions and walls around toilets and urinals.

C. MONTHLY CLEANING SCHEDULE

Thoroughly dust all vertical surfaces of office furniture, including desks, tables, chairs, file cabinets, etc.
High dusting of air vents, tops of doors, door frames, ceiling corners, and edges, etc.
Dust all baseboards and window blinds.
Vacuum upholstered furniture to remove dust and lint.
Clean spots/smudges from walls.

D. SEMI-ANNUAL CLEANING

Clean all windows exterior and interior.
Clean all light fixtures and lenses.
Strip and refinish/wax resilient floor surfaces where applicable and as specified by the Board; use manufacturer-compatible products and methods.

E. SUMMER SCHEDULE

Day porter provided at each school, as required by the final service schedule.
Responsibilities as identified by the Board or designated site administrator.

VIII. ALTERNATE BID A – CLEANING SUPPLIES

Alternate Bid A shall include the annual cost to furnish and deliver the consumable cleaning supplies required for the janitorial services described in this solicitation. At a minimum, the alternate shall include toilet tissue, paper towels, can liners, hand soap for restrooms and kitchen areas, cleaning and dusting materials, and other routine consumable cleaning products required to perform the specified services. The Contractor shall furnish products meeting the Board's specifications and applicable safety requirements. The bid form shall identify the proposed products, unit/pack size, estimated annual quantity, unit price, and annual extended price where requested.

A. The Board may award Alternate Bid A in whole or in part, or may decline to award the alternate, independently of the base janitorial services award. Award of the base janitorial services contract does not guarantee award of Alternate Bid A.

B. The Board may determine whether to award Alternate Bid A based on the total evaluated cost, product conformity, delivery requirements, and other factors permitted by Alabama law. The Board may award the alternate

to the janitorial services Contractor or to another responsible and responsive bidder, if permitted by the solicitation and applicable law.

C. If Alternate Bid A is awarded, the awarded pricing shall remain in effect for the initial contract term and any renewal period unless the contract expressly provides a lawful adjustment mechanism. Any proposed price-adjustment methodology must be stated in the bid and contract.

IX. Compliance with Alabama Immigration Law

A. The Contractor shall comply with the Alabama Immigration Act, Ala. Code § 31-13-1 et seq., as amended, and all applicable federal immigration laws.

B. As a condition of award, the successful bidder shall provide the documentation and sworn affidavit required by Ala. Code § 31-13-9, including documentation establishing enrollment in E-Verify when required by law. The Board may require a Certificate of Compliance or other documentation prescribed by applicable law or Board procedures.

C. By signing the contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor shall maintain required compliance throughout the term of the contract.

D. Failure to satisfy applicable immigration-law requirements may result in disqualification, withholding of award, termination, or other remedies available under law and the contract.

E. Bidders should not submit personal citizenship or lawful-presence documents for individual employees unless specifically required by law or requested by the Board. The Board will collect only documentation necessary to establish the bidder’s legal compliance.

X. References

Please include with the base bid at least three (3) references for customers for whom the bidder currently provides or has recently provided comparable janitorial services. References should be from the past three (3) years and should include the customer name, contact person, telephone number, email address, services provided, and dates of service.

ALTERNATE BID A – CLEANING SUPPLIES WORKSHEET

Janitorial Services and Supplies

Complete this worksheet only if submitting pricing for Alternate Bid A – Cleaning Supplies. Pricing is separate from the Base Bid for Janitorial Services. The Board may award the Base Bid without awarding Alternate Bid A and may determine whether purchasing the supplies from the successful janitorial contractor is economical for the school system. Estimated quantities are for evaluation purposes only and do not guarantee purchase. Unless expressly stated otherwise in the solicitation, payment shall be based on awarded unit prices and quantities actually delivered and accepted; the annual extended total is for bid evaluation.

Bidder Instructions

Provide unit pricing for each listed item.
Identify manufacturer, product/item number, and package size.
Include freight, delivery, handling, and other charges in unit pricing unless separately identified.
No substitution of product, package size, or concentration without prior written Board approval.
Enter "N/A" if an item is not offered; do not leave required fields blank.
Products shall be appropriate for institutional educational facilities and comply with applicable requirements.
Provide SDS/product information upon request.

Item	Category / Description	Minimum Specification / Requirement	Est. Annual Qty.	Brand / Manufacturer	Product / Item No.	Package Size	Unit Price	Extended Annual Price
1	Toilet Tissue	Commercial institutional grade; compatible with existing dispensers.	4,800					
2	Paper Towels	Commercial institutional grade; compatible with existing dispensers.	2,200					
3	Hand Soap	Liquid hand soap suitable for restroom dispensers.	1,250					
4	Can Liners – Small	Commercial liners for classroom/office receptacles.	90,000					
7	Can Liners – Extra Large	Heavy-duty liners for athletic/cafeteria/high-volume use.	20,000					
8	Neutral Cleaner	Institutional floor/surface cleaner suitable for school facilities.	50					
9	Disinfectant Cleaner	EPA-registered disinfectant for hard, nonporous surfaces.	75					

10	Glass Cleaner	Commercial glass cleaner for interior glass and doors.	30					
11	Restroom Cleaner	Commercial restroom cleaner for fixtures, partitions, and surfaces.	50					
12	Toilet Bowl Cleaner	Institutional toilet/urinal cleaner compatible with fixtures.	40					
13	Floor Finish	Institutional floor finish compatible with Board flooring.	30					
14	Floor Stripper	Commercial stripper compatible with proposed floor finish.	20					
15	Dust Mop Treatment	Commercial dust-mop treatment, where applicable.	20					
16	Microfiber Cloths	Commercial reusable microfiber cleaning cloths.	500					
17	Disposable Cleaning Cloths/Wipes	Commercial janitorial cleaning cloths/wipes.	100					
18	Sponges/Scrub Pads	Commercial-grade cleaning sponges/non-scratch pads.	100					
20	Other Required Cleaning Supply	Bidder shall identify product/specifications.	1					

Alternate Bid A – Pricing Summary

Subtotal - Cleaning Supplies	
Freight/Delivery/Handling (if not included above)	
Other Required Charges	
TOTAL ANNUAL ALTERNATE BID A	

Bidder Certification for Alternate Bid A
The undersigned certifies that the prices submitted are complete and accurate, include all costs stated in the solicitation, and are based on the products and package sizes identified above. The bidder understands that estimated quantities are for evaluation purposes only and do not guarantee a minimum purchase.

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Board Evaluation Note: Alternate Bid A shall be evaluated separately from the Base Bid for Janitorial Services. Award of janitorial services does not require award of Alternate Bid A. The Board may compare proposed supply pricing with other lawful purchasing sources when determining economic benefit.

Saraland Board of Education
Bid On: Janitorial Contract Services and Supplies
Bid No. 27-01

Item	Location	Price Per Month
1	**Saraland Early Education Center**	_____
2	**Saraland Elementary School**	_____
3	**Saraland Middle School**	_____
4	**Saraland High School**	_____
	Total All Locations	$ _____

Legal Name of Vendor: _____

Mailing Address _____

_____

Telephone No. _____ Fax No. _____

Authorized Signature _____

Authorized Name (Typed or Printed) _____

Date _____

SARALAND
Board of Education

BOARD OF SCHOOL COMMISSIONERS
Ms. Renee Jerkins – President
Dr. Lonnie Burnett – Vice-President
Ms. Josephine Rodgers – Board Member
Dr. Gary Shockley – Board Member
Mr. Kris Nelson – Board Member

4010 Lil' Spartan Drive Saraland, Alabama 36571 Phone (251) 375-5420 **SUPERINTENDENT – Brent Harrison, Ed.D.**

TO: **VENDORS, CONTRACTORS AND GRANTEES**
FROM: **MASON PRIMM, CHIEF SCHOOL FINANCIAL OFFICER**
DATE: **OCTOBER 7, 2026**
RE: **H.B. 56 - ALABAMA IMMIGRATION LAW COMPLIANCE**

Saraland Board of Education (the Board) is required to comply with the provisions of the Alabama Immigration Law (the Act). Compliance requirements for boards of education in Alabama became effective January 1, 2012. The requirements flow down to all contractors, vendors, and grantees doing business with the Board and employing one or more employees in Alabama. If you wish to become a new vendor of the Board (or any of our schools) or if you wish to continue to do business with the Board or receive funds from the Board, you must complete and submit the following:

If your organization/entity does NOT employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (form attached).
2. Affidavit of Immigration Law Compliance (complete **Part I** - copy attached).

If your organization/entity DOES employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (form attached).
2. Affidavit of Immigration Law Compliance (complete **Part II**, sign and have notarized) (copy attached).
3. Submit to the Board an E-Verify Memorandum of Understanding. If required to comply, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. http://www.uscis.gov/portal/site/uscis. Go to the E-Verify Home Page to initiate enrollment. Once you go through the steps to enroll, the program will print the requested *E-Verify Memorandum of Understanding.* This is the document, a copy of which you must submit along with the Affidavit attached to this memo.
4. Execute and submit to the Board the attached *Alabama Immigration Law Compliance Law Contract in the attached "Notice"* form provided.

If you have subcontractors, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance- SUBCONTRACTOR.* (SAMPLE COPY ATTACHED). You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. You are not required to submit the subcontractor affidavits; just maintain on file. A customizable version of this Affidavit is also available at www.alsde.edu.

These requirements imposed by the new Law are a condition for doing business with the Board and receiving any funds from the Board (or any of the schools). Maintain ALL documents for audit purposes.

If you contract with more than one school system, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting Boards.

If you DO NOT employ one or more employees in the State of Alabama, submit an updated W-9 and complete Part I of the attached Affidavit. If you DO employ one or more employees in the State of Alabama, please submit the four documents identified. Please submit the requested documentation to the Board address below or to the specific school or department that requested the documents from your organization.

Saraland Board of Education
Attn: Mason Primm, CSFO
4010 Lil' Spartan Drive
Saraland, AL 36571

We regret any inconvenience or burden that these new requirements place on you and your business or organization. However, all public school systems in Alabama are mandated to comply with the new Alabama Immigration Law. If you wish to do business with the Board, you must comply and submit the requested documents. If we can assist in any way, please contact us at 205-372-3161 or call the requesting school as directed.

Thank you for your patience and cooperation regarding this matter.

Sincerely,



Mason Primm
Chief School Financial Officer
Saraland Board of Education

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee, and notarized, as a condition for the award of any contract by **Saraland Board of Education** ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any publicly funded entity (including a local school board). Please complete either Part I (if you DO NOT employ one or more employees in the State of Alabama) or Part II (if you DO employ one or more employees in the State of Alabama). **Part II must be notarized as well**.

PART I - (COMPLETE IF YOU DO NOT EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

I certify in my capacity as _____ (your position) for _____ (name of contractor or grantee), that Contractor or Grantee does not employ one or more employees in the State of Alabama. I further certify that, should my status change and I am required to comply, I will submit all required documents to the Board. I have read this Affidavit and swear and affirm that it is true and correct.

_____
Signature of Affiant

OR

PART II - (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

State of _____:
County of _____:

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations. I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

_____
Signature of Affiant

Sworn to and subscribed before me this _____day of _____, 2____.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

TO BE RETURNED TO THE SARALAND BOARD OF EDUCATION

SARALAND
Board of Education

BOARD OF SCHOOL COMMISSIONERS
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Mr. Kris Nelson – Board Member

4010 Lil' Spartan Drive Saraland, Alabama 36571 Phone (251) 375-5420 **SUPERINTENDENT – Brent Harrison, Ed.D.**

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the Saraland Board of Education

As a Contractor to the Saraland Board of Education ("the Board"), it is critical to your relationship (future or continuing) with the Board that you 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.

Under the law, every prospective contract entered into by the Board with a contractor will contain the following clause or one substantially similar:

> **Alabama Immigration Law Compliance Contract:** 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 I-9 requirements or fails to use E-Verify (if applicable) 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 an 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 Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program (if required) prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board 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 receives *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 Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' 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 either there is no formal written contract between the Board and the Contractor (such as where business is conducted by purchase order), or if the parties neglect or fail to include the above language in a formal written contract, this document shall serve as the Alabama Immigration Compliance Contract and the provisions set forth shall apply fully to the Contractor.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

_____

Contractor Officer or Owner Signature/Date

_____

Print Name/Title/Company

Please execute and return to the Saraland Board of Education

(This is only to be completed for any SUBCONTRACTORS and maintained on file, NOT REQUIRED TO BE SUBMITTED!)

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:
County of _____:

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE §§ 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

_____
Signature of Affiant

Sworn to and subscribed before me this _____day of _____, 2____.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

To be returned to the Contractor or Grantee of the Saraland Board of Education.

SARALAND BOARD OF EDUCATION

VENDOR MINORITY QUESTIONNAIRE

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department of Education.

BID NO. _____

VENDOR NAME: _____

ADDRESS _____

PHONE # _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: _____YES _____NO

IS THE COMPANY OWNED BY: _____MALE _____FEMALE _____BOTH

IS THE COMPANY INCORPORATED: _____YES _____NO

ETHNICITY OF OWNERSHIP:

_____ASIAN AMERICAN
_____AMERICAN INDIAN
_____BLACK
_____DISABLED
_____HISPANIC
_____OTHER (PLEASE SPECIFY):_____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

SARALAND BOARD OF EDUCATION
JANITORIAL CONTRACT SERVICES AND SUPPLIES
BID NO. 27-01
BID CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Read all bid requirements and specifications.

_____ Original signatures and date on proposal forms.

_____ Minority Questionnaire.

_____ E-Verify Documentation.

_____ Addendum (if any) has been included.

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title

_____ Mailing envelope has been addressed to:

Saraland Board of Education
Attn: Mason Primm
4010 Lil' Spartan Drive
Saraland, AL 36571