Dr. Timothy Thurman, Superintendent
"Inspiring Every Scholar to Succeed"

INVITATION TO BID

Sealed bids will be received by the Greene County Board of Education at its Central Office, at 220 Main Street, Eutaw, Alabama 35462 for petroleum products. Please provide price and date of delivery on specified item(s) or the equivalent. Price must include delivery charges.

Bids shall be sealed and marked "**BID on Petroleum Products 2026-2027"** and delivered or mailed to reach said office by **9:59 a.m. on November 19, 2026**.

Bids will be opened at 10:00 a.m. on November 19, 2026.

Quantity purchase shall be limited to requirements during the period of **December 1, 2026 to November 30, 2027.**

Applicable federal excise taxes shall not be included. Tax exemption certificates will be furnished in lieu of taxes as the products purchased under the terms of this bid are to be used exclusively for public school purposes.

The Board of Education reserves the right to award a separate contract for each product or any combination of products as may appear to be in the best interest of the Board. Additionally, to reject any or all bids and to waive formalities in awarding this bid to the lowest responsible bidder.

The Greene County Board of Education requires a bid bond, certified check, or cashier's check to accompany the bid in the amount of 5% of bid on any contract exceeding $10,000.00. All bids should be submitted on the bid form attached. Unit prices must be submitted, as well as a total bid price.

In addition, please complete the attached E-Verify documents, as applicable to your company and submit with your bid.

Board Members: Mr. Robert Davis, Mr. Brandon Merriweather, Mr. Leo Branch, Ms. Carrie Dancy, Mrs. Veronica Richardson

220 Main Street, Eutaw, AL 35462 205-372-3109 205-372-3247

INVITATION TO BID

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Bids shall be sealed and marked **"BID on Petroleum Products 2026-2027"** and delivered or mailed to reach said office by **9:59 a.m. on November 19, 2026.**

Bid packets may be obtained by visiting the Board's website, greenecoboe.greene.k12.al.us or by calling the Greene County Board of Education at 205-372-3109.

If additional information is required, please contact:
Dr. Timothy Thurman, Superintendent **or** Mr. James Gaines, Transportation Supervisor

Board Members: Mr. Robert Davis, Mr. Brandon Merriweather, Mr. Leo Branch, Ms. Carrie Dancy, Mrs. Veronica Richardson

220 Main Street, Eutaw, AL 35462 205-372-3109 205-372-3247

MEMORANDUM

To: CONTRACTORS AND GRANTEES
FROM: MARQUITA LENNON, CSFO
DATE: AUGUST 9, 2022
RE: H.B. 56 - ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to direct your prompt attention to Alabama Immigration Law Compliance flow-down requirements that went into effect on January 1, 2012. These requirements apply to entities that employ one or more employees in Alabama. The requirements are as follows:

1. PROVIDE Greene County Board of Education (the Board) proof that you are in compliance with the immigration law by timely submitting a notarized *Affidavit of Immigration Law Compliance.*

2. SUBMIT to Greene County Board of Education (the Board) an *E-Verify Memorandum of Understanding* if enrollment with E-Verify is required (entity has one or more employees).

3. PROVIDE Greene County Board of Education (the Board) a signed *Notice of Alabama Immigration Law Compliance Contract Requirements,* which contains contractual provisions.

4. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance - Subcontractor.*

The requirements above, imposed by Alabama's Immigration Law, are "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 [working in the State of Alabama]."[1] As a Contractor or a Grantee, if these obligations do not apply to you, please indicate such on the attached affidavit by completing the appropriate certification.

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. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement. Please submit these documents within 10 days of receipt of this letter. Failure to submit this requested information will result in the removal of your company from the Greene County Board of Education active vendor file. If you have any questions, please contact my office at (205) 372- 3109.

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[1] ALA. CODE §§31-13-9 (a) and (b). *See* http://www.ago.state.al.us /File-Immigration-AL-Law-2011-535 . The law is now codified in ALA. CODE§§ 31-13-1 to 31-13-30 as well as §32-6-9. (the "Act")

[2] A **Contractor** is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §31-13-3(3).

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

As a Contractor to the Greene County Board of Education ("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 Greene County Board of Education within the next 10 days.

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 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 an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public 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.

_____
Signature

OR

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

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 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 beforeme this___day of _____ , 20___.
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 GREENE COUNTY BOARD OF EDUCATION

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE - SUBCONTRACTOR

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 _____, 20___
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 Greene County Board of Education.

Gasoline:

A. Approximately 4 thousand gallons of unleaded gasoline will be purchased.
B. Approximately 35 thousand gallons of diesel fuel will be purchased.
C. Gasoline shall be delivered by the successful bidder to meet the daily service requirements.
D. The successful bidder shall deliver gasoline to storage tanks owned by the Board of Education at the following location:

Bus Shop: 145 West End Avenue, Eutaw Alabama 35462 Tank Size: **10,000 Gallons** (Diesel Fuel)

	Octane	Price per Gallon
Unleaded Gasoline (Non-Blended)		
Diesel Blended		
Terms of Delivery:		

Motor Oil;

A. Approximately 165 gallons of oil will be purchased.
B. Delivery shall be made in the viscosity numbers and in quantity specified by the Board of Education to the Bus Shop, 145 West End Avenue, Eutaw, Alabama 35462.

Size	Price per Drum	Brand	Weight
55 Gallon Drum			

Oil must meet General Motors Standards Specification-CM-6041 M, and MS oil which meets General Motors Standards or its equivalent.

If additional information is required, please contact:
Dr. Timothy Thurman, Superintendent or Mr. James Gaines, Transportation Supervisor

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FIRM: _____ **Date** __/__/__

Representative's name: _____ **Signature:**_____

Address: _____ **Phone:( )**____-_____

Terms: _____

NOTES: _____

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