



Mobile County PUBLIC SCHOOLS

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1 Magnum Pass | Mobile, Alabama 36618 | 251-221-4000 | www.mcps.com **SUPERINTENDENT Chresal D. Threadgill**

Purchasing Department
Phone (251)221-4473
Fax (251)221-4472
mcps.com

Bid No. 23-33
BUYER: KAREN HENDERSON

May 24, 2023

INVITATION TO BID
FIRE ALARM SYSTEM
VARIOUS SCHOOLS ON AN AS NEEDED BASIS

Sealed proposals will be received by the Board of School Commissioners of Mobile County, Alabama at its Purchasing Department, 1 Magnum Pass, Mobile, Alabama 36618, until **Wednesday, June 7, 2023 @ 2:00 PM** at which time they will be publicly opened and read aloud.

1. The submission of the bid by the vendor, acceptance and award of the bid by the School Board of Mobile County, Alabama, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Mobile County Public School System, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:
4. **Bidder agrees to VISA® Virtual Credit Card Program through AOC/Regions Bank for invoice payments in place of a check to pay for purchases from this solicitation. See payment terms for more information.**

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

(List Toll Free Number if Applicable)

Telephone Number: _____ Fax _____

Authorized Signature of Bidder

Authorized Name(Typed or Printed)

Director of Purchasing
Mobile County Public Schools

Name(Typed or Printed)

THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED

LEARNING TODAY. LEADING TOMORROW.



Mobile County
PUBLIC SCHOOLS

LET'S LOAD THE BASES!

Miracle League of West Mobile: Schmidt Family Park



Our community is coming together to build baseball fields and a playground for children with special needs. The Miracle League of West Mobile: Schmidt Family Park will be constructed on Johnson Road, about two miles southwest of the intersection of Airport Boulevard and Snow Road.

You have the opportunity to help us create a miracle in Mobile County! If you hit a Single, Double, Triple, Home Run, or Grand Slam, you, your family, your business or your organization will be recognized at the park.

Several community organizations have already stepped up to the plate, donating land, providing funds to pave the road, and more. The key players thus far are: the Alabama Pecan Development Company, Inc., Schmidt-Barton Family Fund, South Alabama Utilities, Mobile County Public Schools and the Mobile County Commission. The Alabama Pecan Development Company, Inc., has donated more than 24 acres to the project and South Alabama Utilities has donated more than 4 acres. The Schmidt-Barton Family Fund is donating up to \$1 million in matching funds toward the estimated \$5 million in total construction costs.

Donations are now being accepted at mcpss.com/miracleleague to cover the remaining costs associated with the park.

Why should you donate?

Currently, many Mobile County youths with mental and physical disabilities are unable to play baseball in existing parks due to the lack of facilities that meet their needs. The Miracle League of West Mobile: Schmidt Family Park will be open to children from the entire county and surrounding areas. Approximately 8,300 children with disabilities would be able to play here.

Single

\$1,000-\$9,999

Double

\$10,000-\$49,000

Triple

\$50,000-\$99,999

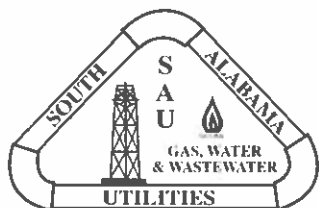
Home Run

\$100,000-\$249,999

Grand Slam

\$250,000 +

**ALABAMA PECAN
DEVELOPMENT
CO. INC**



**Mobile County
PUBLIC SCHOOLS**

MIRACLE LEAGUE OF WEST MOBILE: SCHMIDT FAMILY PARK

MCPSS.COM/MIRACLELEAGUE

We are working directly with The Miracle League, which is based in Georgia and has 240 fields across the United States and in Puerto Rico and Canada, on this project. Why? So our children with mental and physical disabilities can experience the joy of America's favorite pastime. It's more than just a game. The Miracle League is about making new friends, building self-esteem and being treated just like other athletes.

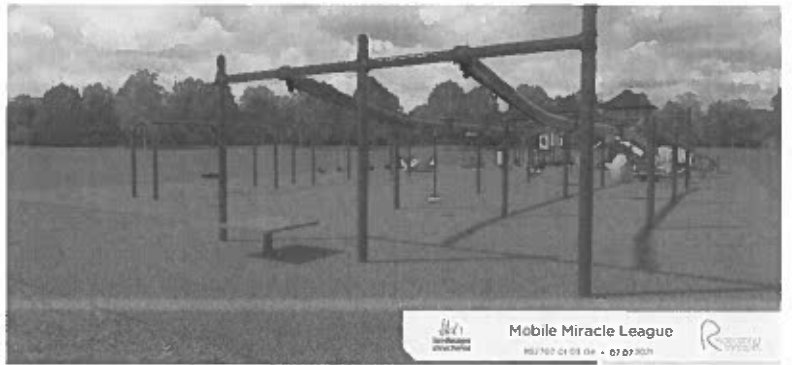
The Miracle League baseball field will feature a synthetic rubberized turf that accommodates wheelchairs and other assistive devices while helping to prevent injuries. The field will have double-wide lanes, allowing the players more space as they round the bases. The park will also include a regular baseball field for children who are middle-school-aged. The hope is to one day build a school on the site to serve special-needs and autistic students.

This will be the first Miracle League field in Mobile County. The project will progress in phases as funding becomes available, with the Miracle Field and Playground as the major components of the first phase.

The first phase of the plan will cost approximately \$2.3 million. We still need to raise \$1 million to fund all facets of Phase 1, which we hope to complete in the fall of 2022.

Mobile County Public Schools is overseeing the financing of the project. We are applying for various grants and accepting donations at: mcpss.com/miracleleague.

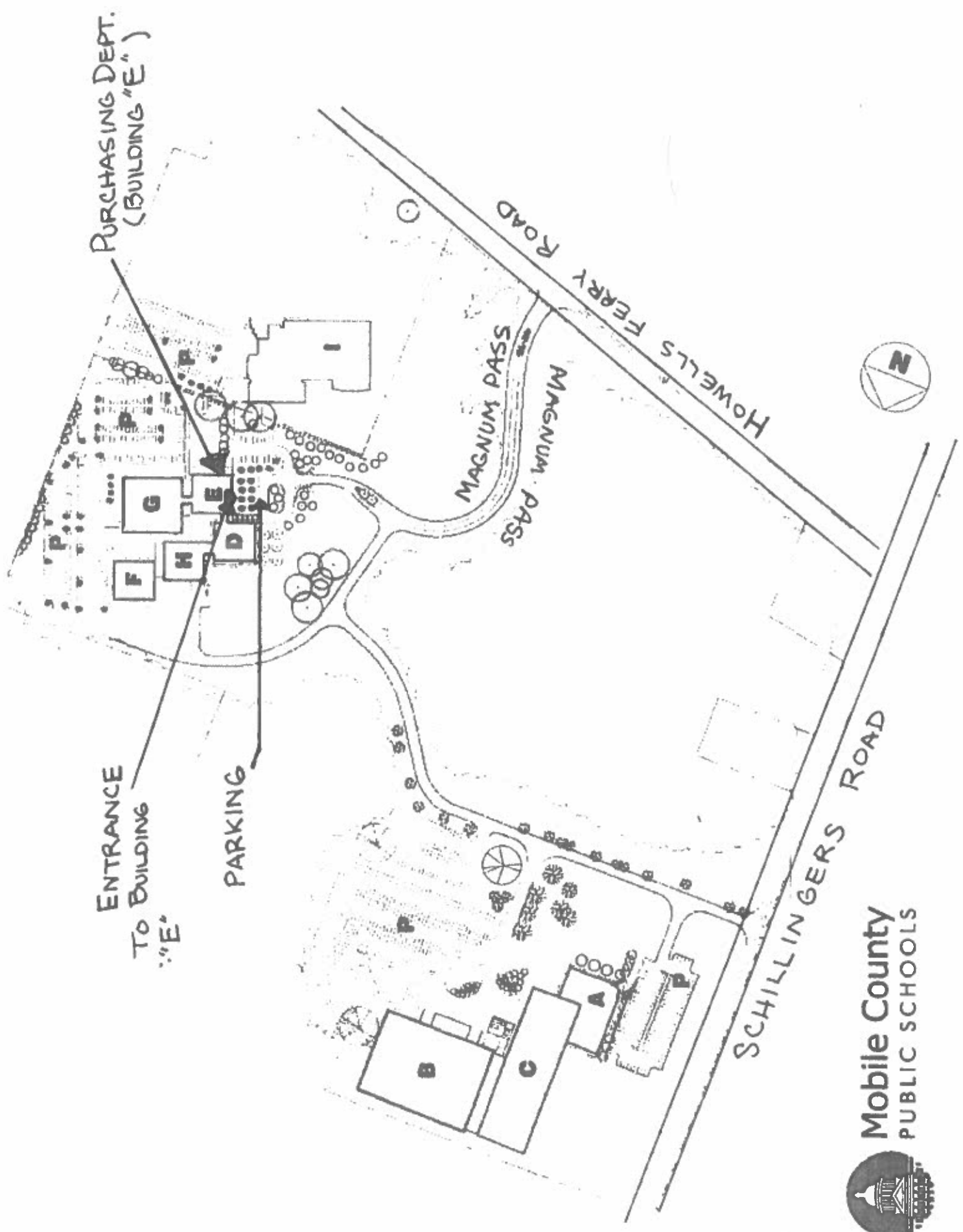
We appreciate your support as we make a miracle happen in west Mobile!



**NEW BUILDING ENTRANCE
FOR
“PURCHASING DEPARTMENT”**

Please note the entrance to Building “E” (1 Magnum Pass) has changed. You will need to enter Building “E” as shown on the following diagram where you will be checked in by a security officer and then directed to the Purchasing Department.

Please allow sufficient time for this change if you are dropping off a bid on the same day as the bid closes. MCPSS will NOT be responsible for any late bids.



PURCHASING DEPT.
(BUILDING "E")

ENTRANCE
TO BUILDING
"E"

PARKING

MAGNUM PASS

HOWELLS FERRY ROAD

SCHILLINGERS ROAD



Directory

A	<p>Building A Student Services Building</p> <p>Student Services 4245 Health Services 4252 Microcomputer Services 5142 SIT Off/Classroom Software Support 6201-3 U Hardware Support 6223 Network Support 6222</p>		
B	<p>Building B</p> <p>Professional Development 5200 Central Receiving/Distribution 5115 Textbooks 5108 JROTC 5100 Print Shop 6273 Archives 4858 Make & Take 5223 Mail Services 9400</p>		
C	<p>Building C</p> <p>Environmental Services 4703</p>		
D	<p>Building D</p> <p>Executive Building</p> <p>Office of the Superintendent 4394 Chief Financial Officer 4434 Comptroller 4454 Budget Office 6606 Child Nutrition Program 4374</p>		
E	<p>Building E</p> <p>Business Building</p> <p>Security Office 4108 Purchasing 4473 Accounting 4445 Accounts Payable 6408 Local School Accounting 4427</p>		
F	<p>Building F</p> <p>Facilities Office 4822</p>		
G	<p>Building G</p> <p>Human Resources Office 4543 Physical Office 4449 TV Studio 3118</p>		
H	<p>Building H</p> <p>Technology Building</p> <p>Information Technology Services 4993 Instructional Technology 8210 Office of Communications 8622</p>		
I	<p>Building I</p> <p>Academic Affairs Building</p> <p>Board Offices & Board Meeting Room 4387 Academic Affairs 4159 Curriculum & Instruction 4141 Federal Programs 5220 Special Education 4220 Career/Technical Education 4818</p> <p>Public Board Meetings</p>		
P	<p>Building P</p> <p>Public and Employee</p>		

VENDOR BID REGISTRATION

Vendors:

Our records indicate you are registered to receive "Invitation to Bids" from Mobile County Public School System. The Mobile County School System is changing the way vendors are notified for Invitation to Bids. Currently, we are sending post card notifications by US Mail to all vendors who are registered.

The NEW NOTIFICATION PROCESS will begin and consist of the vendor receiving an email notification of Invitation to Bids. A web site has been established for vendors to register and select the bid categories from which they want to receive bid invitations. These are the steps you need to take:

1. Go to <https://bidreg.mcpss.com/ezregistration.html>
2. Select "New Applicant" and you will create a user name and password, and then follow the prompts.
3. Please note the email bid notifications will be sent from bidnotify@mcpss.com save this in your address directory to prevent email being sent to SPAM.

Even though vendors are currently registered to receive bids, all vendors MUST register in the new database in order to receive an ITB "Invitation to Bid". If you do not register, you will not receive an ITB. Also, all vendors are responsible for maintaining their vendor profile in the database for such things as address, contact info, email, bid categories, etc..... This information needs to stay current to assure you receive ITB's. I would strongly encourage vendors to visit MCPSS.com once a week to be knowledgeable of all bid activity.

Thank you for your cooperation as this will allow us to drastically reduce postage costs and work more efficiently. Please feel free to contact us if you have questions at 251-221-4473.

GENERAL TERMS AND CONDITIONS
MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

1. ALABAMA IMMIGRATION LAW COMPLIANCE:

As a Contractor/Vendor as defined in the Act, to the Local Board of Education (Board), it is crucial to your relationship (future or continuing) with the Board that you comply with the Immigration Reform 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. These documents can be found in the following bid package along with a compliance check list.

2.ADDITIONAL ORDERS: Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

3. ADDENDA: If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders that are **registered** with the Purchasing Department. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from Purchasing Department.

4. APPLICABLE LAW: This contract shall be construed and interpreted according to Alabama Law.

5. ASSURANCE OF NON-CONVICTION OF BRIBERY: The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

6. AWARD CONSIDERATION: The following factors will be considered in determining the lowest **responsible** bidder:

Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

7. BID AND PERFORMANCE SECURITY: If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the

bid and be made payable to Board of School Commissioners of Mobile County. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be nonsubstantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

8.BRAND NAMES: The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the Purchasing Department or their designated representatives. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

9. CONFLICT OF INTEREST: Section 36-25-9 of the Code of Alabama states: "No member of any county or municipal agency, board, or commission shall vote or participate in any matter in which the member or family member of the member has any financial gain or interest" Employees may not use their offices or positions for personal gain and must adhere to applicable provisions of the Alabama Ethics Law and the MCPSS Board policy 6.10 concerning Ethics. Further information can be found on both the Alabama Ethics Commission's and MCPSS Website.

10.DELIVERY OF BIDS: Bids must be received in the Purchasing Office by the the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be addressed to the Board of School Commissioners, Purchasing Office, P.O. Box 180069, Mobile, AL 36618; when using other couriers, send to the Board of School Commissioners, Purchasing Office, 1 Magnum Pass, Mobile, AL 36618. The School District accepts no responsibility for premature opening

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Board of School Commissioners, Purchasing Department by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

If the School System is closed for any reason, including but not limited to: Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events") which closure prevents the opening of bids at the advertised date and time, all bids received shall either be publicly opened and read aloud on the next business day that the department opens at the advertised time or the bid opening will be extended by sending out an addendum that states the new date and time to all registered bidders.

11.ERRORS IN BIDS: Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

12. FEDERAL MONIES

Expenditure of federal monies require the bidder to comply with all applicable standards, orders, or regulations issued pursuant to the following:

Clean Air Act (42 U.S.C. 7401-7671q); Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387) Buy American provision (7 CFR §210.21); Equal Employment Opportunity (41 CFR §60); Davis-Bacon Act (40 U.S.C. 3141-3148) ;Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2); Debarment and Suspension (Executive Orders 12549 and 12689), Copeland "Anti-Kickback" act (18 U.S.C. 874 and 40 U.S.C. 276c) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Procurement of Recovered Materials (See §200.322) National Defense Authorization Act (NDAA) Section 889

13.HAZARDOUS AND TOXIC SUBSTANCES:

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to

information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

14. INVOICING, DELIVERY, PACKAGING:

Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. **District personnel may choose to use a VISA® Purchasing Card and E-Payables process for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid, agrees to accept the VISA® purchasing card and E-Payables process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive.**

All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Board of School Commissioners of Mobile County or local school. All packages delivered must show the purchase order number. The successful bidder will be required to furnish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original bidder will be back charged the difference between the original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B.; School Site, Mobile County, AL. The title and risk of loss of the goods will not pass to the Board, Departments, Schools until receipt and acceptance takes place at the F.O.B. point.

15. INSPECTION OF PREMISES: At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

expenses. This same clause will apply to any subcontractors assigned to the contract.

16. INSURANCE: The School Board of Mobile County, AL shall be added as an additional insured on all Contractors' liability policies. Copy of policy to be given to the Purchasing Dept where it will remain on file.

COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE

Contractor shall purchase and maintain during the life of this contract, public liability insurance against bodily injury, personal injury, property damage which shall include comprehensive general liability, contractual liability, products and completed operations liability in limits of not less than \$2,000,000 per occurrence and \$3,000,000 Aggregate. The contract shall protect him and any subcontractor performing the work covered by this contract, from claims for damages which may arise from operations under this contract, whether such operations are by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall indemnify and hold harmless the Owner against any and all claims for personal injuries and/or property damage as a result of Contractor's **and its Subcontractor** acts, operations, or omissions and shall carry contractual liability and property damage insurance to cover such indemnification. The limits of contractual coverage shall agree with the limits stated above for Contractor's regular public comprehensive general liability coverage and property damage.

A. LIMITATION TO DAMAGE: In no event shall the BOARD or any of its Commissioners, officers, employees, agents, or servants be liable to the Contractor or Vendor for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this bid document, or to the performance of or breach of any provision hereof.

17. INVITATION TO BID: Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

18. NON-DISCRIMINATION: The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color,

creed, sex, national origin, or disability in consideration for an award.

19. PRODUCT TESTING: Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract or before the contract is awarded. The Board reserves the right to request a demonstration of any product or service before making the award at no additional cost to the school district. The time frame of the testing will be mutually agreed upon by both parties.

20. PATENTS: Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

21. PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Director no later than five (5) calendar days after awarding date of the bid. If needed, The Chief Financial Officer will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Purchasing Director is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

22. PREPARATION OF BID: All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

23 PRICING: Prices quoted shall be delivered prices and shall include any and all costs, charges, taxes, and fees i.e. the Board shall only pay the price and amount quoted and nothing more.

24. PURCHASES: Once the bid is board approved, a letter will be issued to the awarded vendor(s). This letter does not authorize to make purchases. Purchase orders will be issued as authorization for all purchases.

25. QUESTIONS/CONTACT: All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or

GENERAL TERMS AND CONDITIONS
MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders shall not contact any member of the Mobile County School Board, Superintendent, or Staff regarding this bid prior to such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

26. REJECTION OF BIDS: Mobile County School District reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board of School Commissioners, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Default on previous contracts, Evidence of collusion among bidders, Unauthorized alteration of the bid form. On the final board approved bid tabulation, a written justification of all bidders that were rejected will be presented and made public.

27. SAMPLES: Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

28. TABULATION: Bid results are posted on Purchasing's web site, and will remain for sixty (60) days after the posting date. The awarding bidders will be sent a written notification via mail.

29. TERMINATION BASED ON LACK OF FUNDING: Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Board of School Commissioners of Mobile County. Insufficient funds shall be the grounds for immediate termination of this solicitation.

30. TERMINATION FOR THE CONVENIENCE OF THE BOARD: The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Purchasing Manager shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the Purchasing Manager. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed

or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

31. TERMINATION FOR DEFAULT: If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

A. FORCE MAJEURE: The parties' under this agreement are subject to, and neither party shall be liable for delays, or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control

32. WARRANTY: The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

33. VENDOR LIST: A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

**THE SCHOOL BOARD OF MOBILE COUNTY,
ALABAMA**

**RUSSELL HUDSON
DIRECTOR OF PURCHASING**

FIRE ALARM SYSTEM ... REQUEST FOR PROPOSAL

SECTION I – GENERAL

- 1.0 It is the intent of this Request for Proposal (RFP) to enable the Mobile County School Board (MCSB) to evaluate and select a fully addressable Fire Alarm Systems (FAS) and associated Fire Alarm System Provider (FASP). The selected FASP will be required to provide the FAS, equipment, service, training and all other products and services as stipulated in this RFP, for the various schools and School Board facilities throughout the Mobile County School System for the duration of this agreement. The contract is in effect for a period of one year from date of Board approval. After the initial year, the bid may be renewed annually up to a maximum of two (2) years at both parties' discretion.

In the event a project will exceed \$50,000.00 that project will have to be treated as a public works project.

Bid Bond

Each bidder must submit with their proposal a bid bond or cashier's check in the amount of 5% of the total amount of the bid or same will not be considered. (Not to exceed \$10,000.00).

E-Payables

District personnel may choose to use a VISA® Virtual Credit Card Program through AOC/Regions Bank for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid agrees to accept the VISA® Virtual Credit card process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® Virtual Credit card. Refusal to accept this condition may cause your bid to be declared non-responsive. (See the attached E-payables explanation and the VISA Virtual Card vendor enrollment data elements form).

The bidder shall provide, at the company's own expense, insurance as described below. **A copy of your current insurance document must be submitted with your proposal.**

Successful bidder(s) shall provide a copy of a Certificate of Insurance naming the school board as an additional insured and must be sent to the Purchasing Department, Attention: Karen Henderson. The policies of insurance shall be delivered upon request within seven workdays after notification of award. Minimums included shall be:

- A. Worker's Compensation - per Alabama Statutes
- B. Comprehensive General Liability

Bodily Injury (including death) Property Damage and Personal Injury \$1,000,000 per person, \$3,000,000 per occurrence.

Commercial Automobile liability insurance of \$1 million per person, \$3 million per occurrence.

- 1.1 It is the intent of this RFP to provide a structure for the successful FASP to show all the following costs for material, labor, service, engineering, consulting, and all covered maintenance (for the first four (4) years of the FAS lifetime) in a clear breakdown. These costs shall be determined by using only the values provided in this RFP and competitively bid subcontracts for each subsequent project.
- 1.2 It is the intent of this RFP to protect the MCSB from opportunistic pricing practices by the successful FASP. If any FASP that is found to have hidden costs not in keeping with the intent of this RFP, that will be considered grounds to reject that bid and terminate this and any other future contract based on the terms of this RFP.
- 1.3 It is the intent of the MCSB to contract with the successful FASP to provide the following in accordance with this RFP.

- 1.3.1 Fire Alarm Systems (FAS): The complete FAS Equipment, Parts, Devices, Modules, Assemblies, Shop-Drawings, Submittals, Permits, Engineering, Documentation, Programming, Supervision, Software, Testing, Certification, As-Built Drawings, Operation and Maintenance manuals, for fully operational Automatic Fire Detection and Alarm systems in complete accordance with all provisions of this RFP, for all new MCSB building projects and all retro fitting of any existing schools for the duration of this agreement. All FAS installations shall come with a comprehensive three (3) year service warranty in addition to the standard contractors one (1) year warranty. This warranty includes but is not limited to all inspections, reports, testing, service calls, parts, and up-dated as-built drawings.

Successful bidder must produce an electronic (not handwritten) document of all accessible components and devices for each location after the said work has been completed. In addition, successful bidder is to provide a detailed report of the work completed above the normal inspection for each location. All reports are to be submitted to the Maintenance Department after the inspection. Each component and device shall be logged for:

--Exact location

- 1.3.2 Training: For the training of MCSB personnel in the installation, operation, and servicing of the FAS and its components, in accordance with the equipment manufacturers requirements and all provisions of this RFP.

- 1.4 Only complete proposals will be considered for selection and shall consist of the following:

- 1.4.1 Qualification Questionnaire: For determining if a potential FASP has the capabilities and product line to meet the scope and intent of this RFP.

- 1.4.2 Major Components Price List and Multiplier: The major component price list will be used to determine equipment costs for those items outlined in this RFP. The multiplier will be used to determine consistent and reasonable costs for all other items not specifically outlined in this RFP but necessary for complete FAS installations.

- 1.4.3 Labor Rates (LR) and Man-Hour Rates (MHR): For determining labor costs for installation, engineering, and maintenance associated with the FAS.

- 1.4.4 Training Rates (TR): For determining the costs associated with providing training of school board personnel in the installation operation and maintenance of the FAS.

- 1.4.5 Complete FAS Information/Outline: To aid in the evaluation of the FAS proposed by each FASP to ensure the requirements of this RFP are met.

- 1.4.6 Project Price Sheet: Allows evaluation of unit material and labor costs of the major FAS components for the quantities to be needed over the life of this contract.

- 1.4.7 Bid Tabulation Form: This form will tabulate cost of all items listed above and will be used to select the successful FASP.

- 1.5 The MCSB will evaluate only complete proposals. The successful FASP will be selected based on the lowest total bid price, as listed on the bid tabulation form and a review of the systems proposed, from among all complete proposals.

- 1.6 The MCSB reserves the right to do any or all FAS installation, service, testing, and inspection with their own personnel in the future. It is the intent of the MCSB that in these instances the pricing information and training rates provided with this RFP will be utilized to allow the MCSB personnel to perform these functions. Non-cooperation, non-good-faith efforts, or any other hindrance to these efforts created by the FASP will be grounds to terminate this contract and any other contract based on this RFP by the MCSB.

- 1.7 The LR, MHR, and the pricing information shall also be used by the MCSB to help determine the allowable cost for complete FAS work performed by the successful FASP on any future job. All parts and service work shall be the same pricing as submitted in this RFP. No separate service rates, man-hour rates, or parts pricing will be allowed.

- 1.8 The LR, MHR, and the component pricing information submitted on the Bid Form shall be fixed for a period of one year from date of Board approval. An escalation factor will be allowed to be applied to the LR and component pricing only as indicated for each additional renewal year. No change in the MHR will be allowed for the duration of this contract.
- 1.9 The formula for determining the amount of the (optional) yearly escalation shall be based on the latest, Federal Consumer Price Index (FCPI). The formula for determining that amount is, FCPI + 1%.
- 1.10 Component prices, LR, MHR, price book multipliers, and escalation factors shall be guaranteed for the period from the date of acceptance of proposals through the duration of the contract.
- 1.11 The FAS software shall include all updates, fixes, and new releases through the entire period of this agreement.
- 1.12 All pricing shall be made based on payment from MCSB in approximately 30 days from billing for work performed.
- 1.13 It is intended that the work performed pursuant to these specifications be complete in every respect, resulting in a system installed entirely in accordance with the applicable codes, standards, manufacturer's recommendations, Underwriters Laboratories Inc. (UL) listings, and the local Authority Having Jurisdiction (AHJ) satisfaction.
- 1.14 The FASP shall provide, from the acceptable manufacturer's current product lines, equipment, and components that comply with the requirements of these specifications. Equipment or components, which do not provide the performance and features required by these specifications, are not acceptable, regardless of manufacturer. Having approved submittals does not exempt the FASP from providing only equipment that is in accordance with all provisions of this RFP.
- 1.15 The FASP shall provide the following materials, services, and assurances to the MCSB at the time of delivery of the Job Close-Out Submittals.
 - 1.15.1 Certification that the entire FAS has been inspected and tested, the EC and FASP respectively have installed the FAS entirely in accordance with the applicable codes, standards, manufacturer's recommendations, and UL listings, and is in proper working order. FASP shall use "Approval and Acceptance" and "Completion Documents" as required by Chapter 7, NFPA 72, current edition.
 - 1.15.2 Within 30 days of the final approval of the FAS by the authority having jurisdiction, the FASP will provide complete information and drawings describing and depicting the entire FAS as installed, including all information necessary for maintaining, troubleshooting, and/or expanding the FAS at a future date.
 - 1.15.2.1 A scaled plan for each building showing the placement of each individual device in the FAS shall be provided in AutoCAD and supplied in standard .DXF format.
 - 1.15.2.2 A Riser diagram of each building's individual devices, room number, device address, programming characteristics, and reflecting point to point wiring and wire types in the FAS shall be provided in AutoCAD, and supplied in standard .DXF format.
 - 1.15.2.3 A Fire Alarm Control Panel Diagram reflecting point to point wiring, wire types, back-up batteries, power supplies, DACT, and all other components shall be provided in AutoCAD, and supplied in standard .DXF format.
 - 1.15.2.4 A letter to the MCSB stating the date that the three (3) year extended warranty is to take effect (the day after the General Contractors one- (1) year warranty expires).
 - 1.15.3 The FASP will provide these Job Close-out Submittals with all diligence to aid the MCSB efforts to do any or all FAS installation and service with their own personnel. Substandard

documentation that hinders these efforts will be grounds for the termination of this contract by the MCSB.

- 1.15.4 The MCSB reserves the right to bring in outside help, services, and all other necessary resources at the FASP expense to provide itself with the complete Job Close-out Submittals it demands in this Section of the RFP.
- 1.15.5 In addition, at the end of each job the FASP shall submit to the MCSB a comprehensive price breakdown showing how he arrived at his price for that specific project. This breakdown shall include all quantities and unit costs for materials and labor. This information will be used to audit each individual project to ensure compliance with this agreement.
- 1.16 No interpretations of the meaning of this RFP will be made to any bidder orally. Each request for such interpretation shall be made to the Engineer in writing, addressed to: CDC Engineers, 4912 Oak Circle Drive North, Mobile, AL 36609. Written requests for interpretation will be received until five (5) days prior to the bid date. The Engineer will issue interpretations and supplemental instructions to the bidders in the form of an addendum.

SECTION II – QUALIFICATIONS OF FASP

- 2.0 The successful FASP shall be regularly engaged in the business of providing, installing, and servicing FAS as specified in this RFP. They shall also be authorized representatives of the systems and manufacturers they represent.
- 2.1 All FASP submitting a bid shall have a local physical office. Local is defined as within 100 miles of Mobile, AL. The local office shall have a minimum of two certified personnel with manufacturers training certificates working out of this local office. The office location and phone number must be provided. Automated phone services are not acceptable. These personnel must be full time employees of the FASP.
- 2.2 Provide names and addresses of three personnel certified to program and start up the proposed FAS. These personnel shall be NICET level II certified.
- 2.3 The FASP shall have successfully installed a similar system (fire detection, evacuation voice, and visual signaling control components) on a previous project of comparable size and complexity. The Owner reserves the right to reject any FAS components for which evidence of a successful prior installation performed by the FASP cannot be provided.
- 2.4 The FASP shall have in-house engineering and project management capability consistent with the requirements of this project. Qualified and approved representatives of the system manufacturer shall perform the detailed engineering design of central and remote-control equipment. Qualified and approved representatives of the system manufacturer shall produce all panel and equipment drawings and submittals, operating manuals. The FASP is responsible for retaining qualified and approved representatives of those system manufacturers specified for detailed system design and documentation, coordination of system installation requirements, and final system testing and commissioning in accordance with this RFP.

SECTION III – UNIT PRICES

- 3.0 The manufacturer's current price book and multiplier (discount factor) shall be submitted with each FASP bid. A new price book will be provided by the supplier once a year. No price escalations are allowed other than the new price book, for items not specifically covered by this section. Each FASP must provide a current price book to the MCSB within two (2) days of bid if requested. The successful FASP must provide this price book within one (1) week of award of contract.
- 3.1. All parts and labor shall be warranted for the standard one (1) year from the date of transfer of ownership. In addition, an extended warranty on all materials, installation, and workmanship shall be provided for another three (3) years from the date of the end of the standard one (1) year warranty. All costs of this extended warranty shall be included in the material and labor unit costs. The three (3) year extended warranty shall include the following:
- 3.1.1 Provide Annual inspections as per NFPA 72, Chapter 14.
 - 3.1.2 Provide Sensitivity reports as per NFPA 72, Paragraph 14.4.3.2.
 - 3.1.3 Provide all Standard Service calls within 24 hours.
 - 3.1.4 Provide all Emergency Service calls within 8 hours.
 - 3.1.5 Includes travel time.
 - 3.1.6 Provide all parts in order to keep system fully operational.
 - 3.1.7 Provide up-dated As-Built Drawings as changes are made (within 30 days) to the existing As-Built Drawings.
 - 3.1.8 This extended warranty excludes vandalism, sabotage, acts of nature (tornadoes, hurricanes, lightning, floods), and any other forces or circumstances beyond the control of the FASP. The pricing information contained in this RFP would be used to determine the costs incurred as a result of these exceptions.
 - 3.1.9 At the time of the Annual Inspection the MCSB shall be responsible to provide an able-bodied escort from their staff, to facilitate the FASP personnel gaining access to all areas of the facility being inspected.
 - 3.1.10 At the time of the Annual Inspection or any other work or maintenance per this agreement the FASP personnel shall be responsible to provide an eight (8) foot ladder and a 24' extension ladder for their own use. Any other Ladders, Scaffolds, or Lift equipment necessary to accomplish their job tasks in a safe and workman-like manner shall be provided by the MCSB.
- 3.2. Twenty-five (25) major FAS components are specifically listed on the pricing schedule included with this RFP. These items are described below and each FASP shall price their best solution for each type of product that meets these requirements. These descriptions in no way release the FASP from meeting the full intent of this entire RFP. Specification sheets must be provided to the MCSB and they must have the addressable capacity and software requirements as outlined. These major components are as follows:
- 3.2.1. Small Capacity Addressable Panel (SACP): Must be capable of fiber optic networking.
 - 3.2.2. Medium Capacity Addressable Panel (MCAP): Must be capable of fiber optic networking.
 - 3.2.3. Large Capacity Addressable Panel (LCAP): Must be capable of fiber optic networking.
 - 3.2.4. Dual Action Pull Station
 - 3.2.5. Monitor Module

- 3.2.6. Control Module
 - 3.2.7. Signal Module
 - 3.2.8. Heat Detector (Rate of Rise)
 - 3.2.9. Heat Detector (Fixed Temperature)
 - 3.2.10. Smoke Detector
 - 3.2.11. Duct Detector
 - 3.2.12. Strobes
 - 3.2.13. Horn/Strobes
 - 3.2.14. Speaker/Strobes
 - 3.2.15. Strobe Synchronization Module
 - 3.2.16. Booster Power Supply
 - 3.2.17. Lightning Protection Devices (120 VAC line protection)
 - 3.2.18. Lightning Protection Devices (monitor module line protection)
 - 3.2.19. Lightning Protection Devices (remote annunciator protection)
 - 3.2.20. Lightning Protection Devices (signal line protection)
 - 3.2.21. Lightning Protection Devices (notification appliance line protection)
 - 3.2.22. Lightning Protection Devices (audio appliance line protection)
 - 3.2.23. Voice Evacuation Module with power supply, 40-Watt amplifier, microphone, and 2 minute message.
 - 3.2.24. Telguard cellular transmitter for central station communication.
 - 3.2.25. Firelite 411 UDAC for central station communication.
- 3.3 The addressable fire alarm panels (SACP, MCAP, and LCAP) shall be supervised, site programmable and of modular design. The system must support a paging microphone. The annunciator port shall be capable of supporting up to 30 remote annunciators. All fire alarm panels shall contain three sets of auxiliary dry contacts for notification to the building Fire Alarm Communicator.
- 3.3.1 **Small Capacity Addressable Panel (SCAP)**
 - 3.3.1.1 125 intelligent detectors
 - 3.3.1.2 125 intelligent remote modules
 - 3.3.1.3 80-character LCD display module
 - 3.3.1.4 6 AMP power supply
 - 3.3.1.5 2 (NAC) Notification Appliance Circuit
 - 3.3.1.6 2 12V18AH Back-up-batteries
 - 3.3.1.7 1 Steel cabinet with all door and trim hardware
 - 3.3.1.8 Fiber Optic Network capability
 - 3.3.1.9 Integrated Voice Evacuation capability
 - 3.3.2 **Medium Capacity Addressable Panel (MCAP)**
 - 3.3.2.1 250 Intelligent detectors
 - 3.3.2.2 250 Intelligent remote modules

- 3.3.2.3 168 Character LCD display module
- 3.3.2.4 7 AMP power supply
- 3.3.2.5 4 (NAC) Notification Appliance Circuit
- 3.3.2.6 2 (12v26AH) Back-up-batteries and 2 12V7AH back-up batteries
- 3.3.2.7 1 Steel cabinet with all door and trim hardware
- 3.3.2.8 Fiber Optic Network capability
- 3.3.2.9 Integrated Voice Evacuation capability

3.3.3 Large Capacity Addressable Panel (LCAP)

- 3.3.3.1 500 Intelligent detectors
- 3.3.3.2 500 Intelligent remote modules
- 3.3.3.3 168 Character LCD display module
- 3.3.3.4 7 AMP power supply
- 3.3.3.5 8 (NAC) Notification Appliance Circuit
- 3.3.3.6 2 (12v40AH) Back-up batteries and 6 12V7AH back-up batteries
- 3.3.3.7 1 Steel cabinet with all door and trim hardware
- 3.3.3.8 Fiber Optic Network capability
- 3.3.3.9 Integrated Voice Evacuation capability

- 3.4 Each panel shall have all hardware included to allow for a fully standalone panel with no additional panel hardware required. If additional hardware is needed it shall be provided by the FASP at no additional cost. If battery cabinets, or any cabinet doors or trims for surface or semi-flush mounting are required they shall be provided at no additional cost.
- 3.5 The dual action pull stations, monitor modules, control modules and signal modules shall be fully addressable with all items needed for a complete installation provided. These addressable devices must be a standard product of the FAS manufacturer. These devices shall be complete assemblies. Conventional devices with monitor modules will not be acceptable as an addressable device.
- 3.6 The addressable heat detectors shall be both fixed temperature (135 degrees F) type and rate-of-rise type with integral microprocessor.
- 3.7 The smoke detectors shall be fully addressable, multisensor type with integral microprocessor and shall meet the requirements of UL 268, 7th edition. The detector shall use a photoelectric smoke sensor to sense changes in air samples. The detector base shall be included in the smoke detector price. Removal of the detector from the base shall not affect communications with other detectors. Any required software, programming, service, labor, or other additional costs shall be included in the component price. A combination photoelectric/heat detector is not an accepted equal.
- 3.8 Duct detectors shall have the same requirements as the smoke detectors as listed in 3.7 above. In addition, the duct detector price shall also include 60-inch sampling tube and have an LED indicator light.
- 3.9 The notification devices (strobes, horn/strobes, and speaker/strobes) shall be the wall mounted type with from 15 to 110 candela output. Only one price per notification device type will be allowed.
- 3.10 The strobe synchronization module shall be the standard type as provided by the FASP.
- 3.11 The booster power supply shall be rated at a minimum of 10 amperes.
- 3.12 Lightning protection devices shall be provided at the following locations and shall conform to the following minimum specifications.
 - 3.12.1 Provide 120 VAC Line Protection: The surge suppressor shall be designed for lightning protection of AC distribution panel circuits and FACP, Remote Booster Power Supplies, Remote Audio Power Supplies, and any other 120 VAC power supplies feeding sensitive electronic equipment. Electrically the unit shall incorporate MOV and thermal fusing technology and be designed to be installed in parallel on standard single phase 120VAC (L, N, G) circuits. Installation shall be closed nipple up to the distribution panel circuit.

- 3.12.1.1 Response Time.....<5 nSec Installed
 - 3.12.1.2 MCOV.....130 VRMS/ 185 VPK
 - 3.12.1.3 Peak Surge Current.....22,500 Amps (max)
 - 3.12.1.4 Suppressed Voltage Rating.....600V
 - 3.12.1.5 Max Energy.....190 Joules
 - 3.12.1.6 Diagnostics.....Indicator Light
 - 3.12.1.7 Service Voltage.....110 / 125 VAC
 - 3.12.1.8 Operational Temp.....-40°C to +85°C
- 3.12.2 Provide Monitor Module Line Protection: The surge suppressors(s) shall be designed for lightning protection of the Monitor Module of the Water Flow Switch, Tamper Switch, Post Indicator Valve, Pressure Switch, and any other location indicated in the RFP. The suppressor(s) shall be located at the Monitor Module and at each point where the Monitored circuit cable enters or exits the building.
- 3.12.2.1 Response Time.....<5 nSec (installed)
 - 3.12.2.2 MCOV.....38 VDC
 - 3.12.2.3 Peak Surge Current.....2,000A
 - 3.12.2.4 Max Energy.....17 Joules
 - 3.12.2.5 Typical Let-through Voltage.....27 VRMS
 - 3.12.2.6 Continuous Current.....Unlimited
- 3.12.3 Provide Remote Annunciator Protection: The Low Voltage Line Protection Module(s) shall be designed for lightning protection of both the data cable and the supply voltage cable at the FACP the Remote Annunciator and at each point where either cable enters or exits the building.
- 3.12.3.1 Response Time.....<1 nSec.....<5 nSec (installed)
 - 3.12.3.2 MCOV.....24.5VDC.....38VDC
 - 3.12.3.3 Peak Surge Current.....2,200A.....2,000A (max)
 - 3.12.3.4 Max Energy.....12.....17 (Joules)
 - 3.12.3.5 Typical Let-through Voltage..30.....27 (VRMS)
 - 3.12.3.6 Diagnostics.....Indicator Light
 - 3.12.3.7 Continuous Current.....5 Amps.....Unlimited
- 3.12.4 Provide Data Signal Line Protection: The Low Voltage Line Protection Module(s) shall be designed for lightning protection of the data cable at the FACP and at each point where the cable enters or exits the building.
- 3.12.4.1 Response Time.....<1 nSec
 - 3.12.4.2 MCOV.....24.5VDC
 - 3.12.4.3 Peak Surge Current.....2,200A
 - 3.12.4.4 Max Energy.....12 Joules
 - 3.12.4.5 Typical Let-through Voltage.....30 VRMS
 - 3.12.4.6 Diagnostics.....Indicator Light
 - 3.12.4.7 Continuous Current.....5 Amps
- 3.12.5 Provide Notification Appliance Line Protection: The Low Voltage Line Protection Module(s) shall be designed for lightning protection of the NAC circuit at the FACP, Remote Booster Power Supplies, and at each point where the NAC circuit cable enters or exits the building.
- 3.12.5.1 Response Time.....<5 nSec (installed)
 - 3.12.5.2 MCOV.....38 VDC
 - 3.12.5.3 Peak Surge Current.....2,000 A
 - 3.12.5.4 Max Energy.....17 Joules
 - 3.12.5.5 Typical Let-through Voltage.....27 VRMS
 - 3.12.5.6 Continuous Current.....Unlimited
- 3.12.6 Provide Audio Appliance Line Protection: The surge suppressor(s) shall be designed for lightning protection of the Audio circuit at the FACP, Remote Audio Power Supplies, and at each point where the Audio circuit cable enters or exits the building.
- 3.12.6.1 Respose Time.....<5 nSec (installed)
 - 3.12.6.2 MCOV.....102 VDC
 - 3.12.6.3 Peak Surge Current.....9000A
 - 3.12.6.4 Max Energy.....44 Joules

3.12.6.5	Typical Let-through Voltage.....	75 VRMS
3.12.6.6	Continuous Current.....	Unlimited

- 3.13 The escalation factors indicated on the Components Price List shall apply to the twenty-five (25) items listed in 3.2 above only. All other fire alarm devices that may be required shall be priced based on an open book format utilizing a multiplier (discount factor) applied to the list prices published in the FAS manufacturer's latest nationally published price book.
- 3.14 This price book multiplier shall remain constant throughout the duration of the contract and shall always be applied to the manufacturer's most current nationally published list price. It shall be the responsibility of the FASP to inform the MCSB in writing a minimum of two weeks in advance of pricing changes before new pricing can take affect.
- 3.15 It is the intent of this RFP to provide a structure for the successful FASP to show all material, labor, engineering, consulting, maintenance and all other costs in a clear breakdown using only the values provided in this RFP, in the price book with multiplier and competitively bid subcontracts, for each subsequent project awarded.
- 3.16 The successful FASP will not be required to make any confidential pricing information public, but will be required to make the manufacturer's latest version available to an agent of the MCSB who will verify all of the calculations required by this RFP before any contracts will be awarded.
- 3.17 The successful FASP will be required to coordinate with MCSB representatives and design engineers during each project design at no additional cost to the MCSB. If reimbursement is required for these services it should be reflected in higher unit costs.

SECTION IV – LABOR RATE AND MAN HOURS

- 4.0 The FASP must include his labor rate (LR) and man-hours (MHR) for certain equipment. These shall stay in effect for the duration of this contract and will allow the MCSB to accurately determine the proper costs for future work to be done by the FASP.
- 4.1 The labor rate shall be given in dollars/hour format and only one rate will be accepted. This labor rate shall include any overhead, profit, office costs, and overtime costs as no additional add on costs or mark-ups will be allowed. No overtime rates will be allowed. There shall be no separate service rate.
- 4.2 Overtime rates will be allowed only when specifically requested in writing from the MCSB. Overtime rates shall be 1.5 x (LR). Overtime rates will not be used in this RFP evaluation.
- 4.3 Escalation factors for the labor rate shall be as listed and will be applied in the same manner as outlined in 1.8, 1.9 and 1.10. At no time will these calculations be used by the FASP to charge the MCSB more than their standard charges for any other customers.
- 4.4 The MCSB reserves the right to subcontract the FAS wiring and conduit directly or to install these with his own personnel on any given project. Therefore, the man-hours rates provided shall include coordination with electrical contractors for installation of conduit, wire, and mounting and terminating devices.
- 4.5 Man-hour rates shall be given for all major components listed. It is the intent of the MCSB to limit the FASP to a fixed number of man-hours for a given component's installation. The MCSB will have the labor rates and man-hour rates in order to know that all prices charged for future FAS work will be in accordance with this RFP.
- 4.6 These labor rates and man-hour rates must be used in the bid price calculations.
- 4.7 In addition, the FASP shall use his labor rate in the "Additional Hours" line item. This will allow the MCSB the option to purchase up to 100 additional hours of service from the successful FASP for use on any projects or buildings of the MCSB's choosing. The MCSB has the option to purchase any or all of the hours at any time for the duration of this agreement.
- 4.8 The successful FASP will be required to submit a complete cost breakdown to the MCSB for all future projects that are done under this contract. These breakdowns will include all man-hours and labor rates as well as a minimum of three (3) subcontractor quotes (for wiring and conduit) if any subcontractors are used.

SECTION V – TRAINING

- 5.0 It is the intent of the MCSB to have the FASP provide factory training to MCSB personnel in both the installation and operation of the FAS and its components. This training shall be product specific for any and all products proposed. Each manufacturer may offer different training locations and have different time requirements. Each bid shall include the location of each type of training session (pre-requisite and/or system operator) and an outline of the content. The training school(s) shall not be less than one week in duration. The training shall be conducted by the manufacturers certified instructors in a laboratory environment.
- 5.1 Provide all pertinent information regarding training program schedules and list all associated costs. If MCSB personnel are required to travel to any training session, their Room, Board, and Transportation costs from Mobile, AL to the training site are to be included.
- 5.2 As a minimum, the FASP must calculate all costs and expenses to provide the (Pre-requisite Training and/or System Operation) school(s) for four- (4) MCSB personnel.
- 5.3 Retraining costs in the event of an individual failing the manufacturer's standard test shall be borne by the MCSB.
- 5.4 Subsequent training beyond the four- (4) individuals noted above shall be provided at the unit prices on a per person basis. This price shall be used on the "TRAINING RATES" sheet. These training costs will be subject to the escalation factor as outlined in 1.8, 1.9, and 1.10.

SECTION VI – FIRE ALARM SYSTEM INFORMATION

- 6.0 Each FASP's bid shall include detailed product data on the proposed FAS capabilities and components. Color brochures, technical bulletins, equipment cut sheets, or any other pertinent information may be submitted.
- 6.1 The equipment specified in this RFP should be considered as the basis of design. If any FASP proposes to provide equipment that significantly deviates from the basis of design, he/she shall provide a brief statement outlining these deviations.

QUALIFICATION QUESTIONNAIRE

1. Company Name _____

2. Local Office Address _____
(no P.O. Box) _____

3. Contact Person _____
Telephone Number _____

4. Fire Alarm System Manufacturer _____

5. Two (2) Local Factory Trained NICET Level II Certified Personnel (Names & Addresses)

a. _____

b. _____

MAJOR COMPONENT PRICE LIST

1. Provide a unit price for the following components as outlined in Section III.
- a. Small Capacity Addressable Panel _____ dollars/each
 - b. Medium Capacity Addressable Panel _____ dollars/each
 - c. Large Capacity Addressable Panel _____ dollars/each
 - d. Dual Action Pull Station _____ dollars/each
 - e. Monitor Module _____ dollars/each
 - f. Control Module _____ dollars/each
 - g. Signal Module _____ dollars/each
 - h. Heat Detector (Rate of Rise) _____ dollars/each
 - i. Heat Detector (Fixed Temperature) _____ dollars/each
 - j. Smoke Detector _____ dollars/each
 - k. Duct Detector _____ dollars/each
 - l. Strobes _____ dollars/each
 - m. Horn/Strobes _____ dollars/each
 - n. Speaker/Strobes _____ dollars/each
 - o. Strobe Synchronization Module _____ dollars/each
 - p. Booster Power Supply _____ dollars/each
 - q. Lightning Protection Devices (120 VAC line protection) _____ dollars/each
 - r. Lightning Protection Devices (monitor module line protection) _____ dollars/each
 - s. Lightning Protection Devices (remote annunciator protection) _____ dollars/each
 - t. Lightning Protection Devices (signal line protection) _____ dollars/each
 - u. Lightning Protection Devices (notification appliance line protection) _____ dollars/each
 - v. Lightning Protection Devices (audio appliance line protection) _____ dollars/each
 - w. Voice Evacuation Module _____ dollars/each
 - x. Teleguard Cellular Transmitter _____ dollars/each
 - y. Firelite 411 UDAC _____ dollars/each

2. Current price book date and Multiplier

Current Price Book Date _____ Multiplier (Discount Factor) _____

3. Above unit pricing must be used on the Project Price Sheet.

LABOR RATES AND MAN-HOUR RATES

1. Provide labor rate in dollars per hour as outlined in Section IV.

_____dollars/hour

2. Provide man-hour rates to perform all work necessary as outlined in Section IV.

- a. Small Capacity Addressable Panel _____ hours
- b. Medium Capacity Addressable Panel _____ hours
- c. Large Capacity Addressable Panel _____ hours
- d. Dual Action Pull Station _____ hours
- e. Monitor Module _____ hours
- f. Control Module _____ hours
- g. Signal Module _____ hours
- h. Heat Detector (Rate of Rise) _____ hours
- i. Heat Detector (Fixed Temperature) _____ hours
- j. Smoke Detector _____ hours
- k. Duct Detector _____ hours
- l. Strobes _____ hours
- m. Horn/Strobes _____ hours
- n. Speaker/Strobes _____ hours
- o. Strobe Synchronization Module _____ hours
- p. Booster Power Supply _____ hours
- q. Lightning Protection Devices (120 VAC line protection) _____ hours
- r. Lightning Protection Devices (monitor module line protection) _____ hours
- s. Lightning Protection Devices (remote annunciator protection) _____ hours
- t. Lightning Protection Devices (signal line protection) _____ hours
- u. Lightning Protection Devices (notification appliance line protection) _____ hours
- v. Lightning Protection Devices (audio appliance line protection) _____ hours
- w. Voice Evacuation Module _____ hours
- x. Teleguard Cellular Transmitter _____ hours
- y. Firelite 411 UDAC _____ hours

3. Above man-hour rates and labor rates must be used on the Project Price Sheet.

TRAINING RATES

1. Indicate location or locations of training sites and provide multiple options if several options are available. Indicate length of training sessions and provide an outline of content for each session.

2. Complete cost per person for the training as outlined in Section V.

_____dollars/person.

3. Total Cost for four (4) MCSB employees.

4 x cost/person (from no.2 above) _____dollars

PROJECT PRICE SHEET

(Page 1 of 2)

1. The second page of the Project Price Sheet gives the quantities of the major components expected to be required for all MCSB projects over the duration of this contract. These quantities are being used in order to arrive at a dollar cost which can be used to evaluate the bids by each FASP.
2. These quantities are as accurate as current information allows. These quantities will be used to evaluate each FASP's bid and are not intended to guarantee or limit the actual quantity of work that may be required over the duration of the contract.
3. The unit pricing, labor rate, and man-hour rates listed must be the same as submitted on the Major Component Price List and Labor Rates & Man-Hour Rates Sheet submitted with this bid.

Project Price Sheet
(Page 2 of 2)

Component	Quantity	Unit Price \$/Ea.	Total Material Price	Unit Labor Man-Hours	Labor Rate \$/Hr	Total Labor Price
SCAP	4					
MCAP	4					
LCAP	1					
Pull Station	5					
Monitor Module	30					
Control Module	60					
Signal Module	60					
Heat Detector (ROR)	12					
Heat Detector (Fixed)	12					
Smoke Detector	200					
Duct Detector	25					
Strobe	175					
Horn/Strobe	200					
Speaker/Strobe	13					
Strobe Sync. Module	30					
Booster Power Supply	25					
LPD (1)	25					
LPD (2)	25					
LPD (3)	10					
LPD (4)	5					
LPD (5)	5					
LPD (6)	5					
Voice Evacuation	4					
Cellular Transmitter	5					
Firelite 411 UDAC	5					
Additional Hours	100			1		

Sub Totals

(a) _____ dollars
(Material Costs)

(b) _____ dollars
(Labor Costs)

Project Price Sheet Total (a) plus (b) _____ dollars
(List here and as line item 3 on bid form)

BID TABULATION FORM

1. Training Cost (Section V) _____ dollars

2. Price Sheet Total (Page 21) _____ dollars

Total Bid Price
(Add line items 1 & 2) _____ dollars

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

Vendor Information

Name: _____

Address: _____

Street Address

Suite/Unit #

City

State

ZIP Code

Phone: () _____ Alternate Phone: () _____

Please Read the attached Immigration Notice and Select one (1) of the Following:

The Alabama Immigration Law **DOES NOT** apply to the above named company. Please explain:

The Alabama Immigration Law **DOES** apply to the above named company and the documents are on file with Mobile County School System

The Alabama Immigration Law **DOES** apply to the above named company and the **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE** DOCUMENTS are ATTACHED with the Bid Response

The documents are available at www.mcpss.com/immigrataion and www.dhs.gov/e-verify

Employee Signature

Date

Mobile County School Board Accounts Payable Department

What is a Virtual Credit Card?

The District has adopted the use of a VISA Virtual Credit Card powered by AOC/Regions Bank. AOC receives invoice and purchase order details from Accounts Payable and assigns a one-time use credit card number.

The VISA Virtual Credit Card allows the District to pay vendors via a credit card and turn around a vendor payment in a shorter time frame than the current paper check you now receive.

How Does Virtual Credit Card Work?

- After goods are delivered and/or services rendered, vendors submit invoices to the Account Payable Department according to the current process.
- When Accounts Payable has authorization of a match (purchase order and invoice) and the invoice(s) are due for payment according to your current payment terms with the District the payment process begins.
- The vendor then receives an email notification of the payment from the District
- The vendor then logs into a secure site from the email received and puts in the assigned PIN number. Each payment notification will include the card number, expiration date, security code, payment amount and invoice and/or PO numbers.
- Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the card as authorized in the email, the virtual card will no longer be available for charges. When the next payment is provided the vendor will receive a new card number, security code and expiration date with invoice amount and/or PO number.

What are the Benefits to using the VISA Virtual Card?

- Receive payments 7 -10 days sooner; resulting in a quicker cash flow for day to day operations or investments.
- Reduce the cost of paper processing and employee time spent on preparing and making bank deposits.
- Void the risk of lost or stolen checks
- Quickly reduce outstanding accounts receivable balances.

How do I Participate in the VISA Virtual Card Program?

Simply contact the Mobile County School Board Accounts Payable Department at (251)221-4437 and request to be enrolled in the VISA Virtual Card Program through AOC/Regions Bank.

AOC/Regions Bank

VISA Virtual Card Vendor Enrollment Data Elements

1. Vendor Number (Internal Use Only- MCPSS)
2. Vendor Name
3. Vendor Address
4. Accounts Receivable Contact Name
5. Accounts Receivable Contact Email
6. Accounts Receivable Contact Phone Number

Vendor please provide and complete below:

Vendor Name

Vendor Address

Vendor A/R Contact Name

Vendor A/R Email Address

Vendor A/R Phone Number

if you have any questions please contact Chuck Harben in Accounts Payable 251-221-4437 or email charben@mcpss.com.

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.

_____ Mailing envelope has been addressed to:

Board of School Commissioners
Purchasing Office
P. O. Box 180069
Mobile, AL 36618

OR

Board of School Commissioners
Purchasing Office
1 Magnum Pass
Mobile, AL 36618

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

TO HELP REDUCE POSTAGE COSTS, AWARD NOTICES WILL ONLY BE MAILED TO SUCCESSFUL BIDDERS. THE BID RESPONSES CAN BE VIEWED ON THE WEBSITE; AFTER BOARD APPROVAL, THE OFFICIAL AWARD CAN BE VIEWED ON THE WEBSITE (ACTIVE CONTRACTS).

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Check Each Of The Following As The Necessary Action Is Completed.

- The **Invitation to Bid** sheet has been signed
- The minority questionnaire
- Bid Bond
Each bidder is to submit with their proposal a bid bond or cashier's check in the amount of 5% of the total amount of the bid or same will not be considered. (Not to exceed \$10,000.00) (Bid Checks will be returned certified mail after board approval)
- Addendum (if any) has been included
- AOC Vendor Enrollment Data Sheet
- Read all bid requirements and specifications
- Alabama Immigration Law Compliance Documents
- Vendor Disclosure Statement

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

PRICE QUOTE #: 23-33

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.

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: _____

SPECIFICATION VARIANCE SHEET
BID ON: FIRE ALARM SYSTEM-VARIOUS SCHOOLS – AS NEEDED BASIS
BID NO: 23-33

If bidding a substitute, bidder must identify in detail the differences on this sheet. Please include any other documents that will support your explanation. Failure to complete this document may result in rejection of bid.

ITEM #	EXPLANATION

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 1722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number of Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

VENDOR DISCLOSURE STATEMENT

Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

- Yes
 No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 7: Agriculture
PART 210—NATIONAL SCHOOL LUNCH PROGRAM
Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement

(d) Buy American—

- (1) Definition of domestic commodity or product. In this paragraph (d), the term 'domestic commodity or product' means—
(i) An agricultural commodity that is produced in the United States; and
(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

- (i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.
(ii) Limitations. Paragraph (d)(2)(i) of this section shall apply only to—
(A) A school food authority located in the contiguous United States; and
(B) A purchase of domestic commodity or product for the school lunch program under this part.

(f) Cost reimbursable contracts—

(1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

(g) Geographic preference.

(1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied.

(2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration, washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

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- (3) email: program.intake@usda.gov.

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