## Mobile County PUBLIC SCHOOLS

Don Stringfellow, President, District 2 L. Douglas Harwell, Jr., Vice President, District 1 Reginald A. Crenshaw, Ph.D., District 3 Sherry Dillihay-McDade, District 4 Johnny Hatcher, District 5

1 Magnum Pass, Mobile, Alabama 36618 | www.mcpss.com

Superintendent Chresal D. Threadgill

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

Bid No. 24-02

BUYER: MELODY ROH

January 5, 2024

## INVITATION TO BID RE-BID AUTOMOTIVE PARTS TRANSPORTATION DEPARTMENT

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 **Monday, January 22, 2024 @ 2:00 PM** at which time they will be publicly opened and read aloud.

- 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. <u>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.</u>

#### 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	Name(Typed or Printed)
Mobile County Public Schools	

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

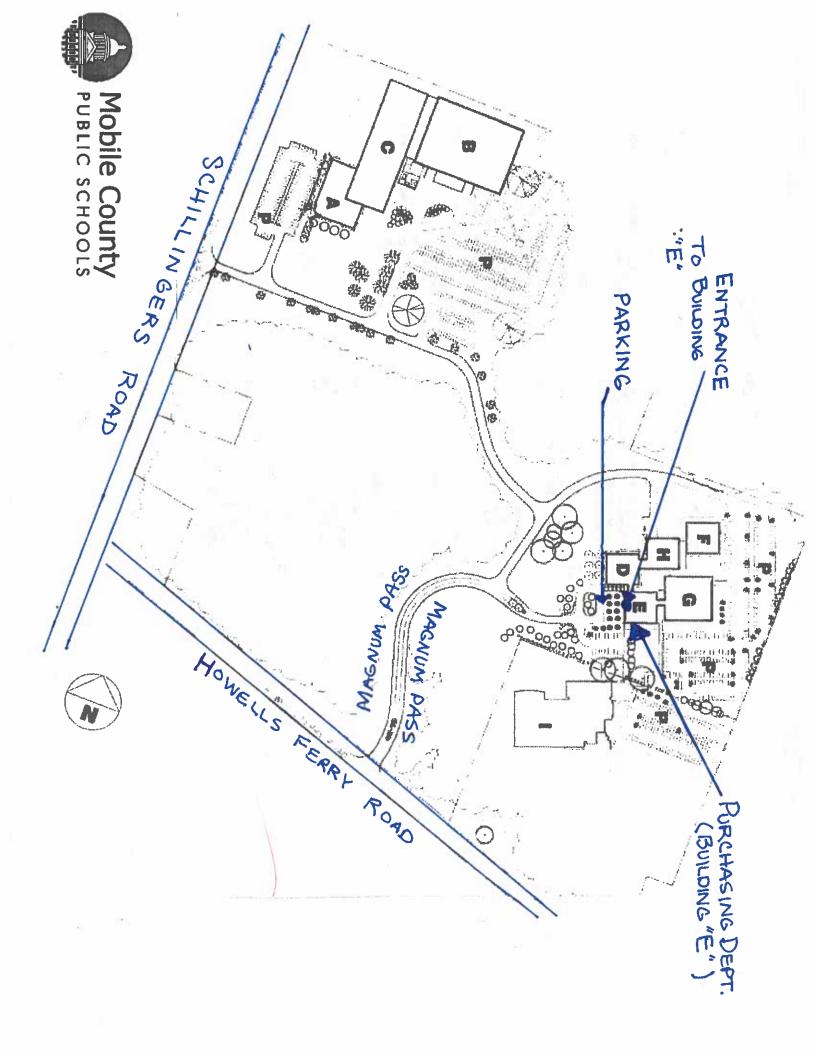
### **NEW BUILDING ENTRANCE**

## 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 <u>allow</u> 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.



# Directory

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#### **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 <a href="mailto:bidnotify@mcpss.com">bidnotify@mcpss.com</a> 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.

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 regreeness the School.

- 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

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.

Expenditure of federal monies require the bidder to

#### 12. FEDERAL MONIES

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

#### 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

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. IMMIGRATION**: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or

continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. If Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

**19. 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.

**20. OPEN TRADE PROVISION**: In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

21. 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.

22. 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

**23. 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. 24. 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

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

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.

**25. 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.

**26. 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.

27. 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 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.

28. 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. 29. SAMPLES: Bidders will not be required to furnish

29. 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.

**30. 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.

#### 31. 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.

32. 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.

**33. 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 **34.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.

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

**35. 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

## 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







## 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!











## MOBILE COUNTY BOARD OF EDUCATION PURCHASING DEPARTMENT RE-BID AUTOMOTIVE PARTS

The Mobile County Board of Education is seeking bids for automotive parts and supplies for the Transportation Department within the Mobile County School System on an as needed basis throughout the period of the contract. The requirements of the Transportation Department needs are diverse, yet critical in terms of quality and customer service.

We are rebidding due to no response received on the Percentage Discount From Catalog bid sheet included in the bid specifications on page 13.

Mobile County Public Schools is the largest school district in the State of Alabama. The Transportation Department currently services approximately 800 school buses and 350 service vehicles.

In order to insure that <u>Automotive Parts</u> are provided and with the highest possible quality, the Mobile County Board of Education is interested in establishing a contract with a vendor experienced and qualified in such contracts and that will provide the quality of <u>Automotive Parts</u> requested in a professional and timely manner.

This Request for Bid is based on open catalog and manufacturer price list, along with the price of core usage items. There is no commitment to purchase any given quantity or number of products. The Transportation Department will purchase directly from the successful vendor awarded the contract when and as they choose. Attachment A is a list of items that we did not include on the core list but is bought regularly and should be included on the open catalog and manufacturer's price list.

All bids must be shown as a percentage (%) discount from the manufacturer's catalog price list. Bids are to be based on bidders current catalog of automotive supplies. Bidder shall indicate a percentage discount which may be taken from prices listed in their current catalog. Should the discount vary by category, the bidder must clearly identify the appropriate discount and category.

Each bidder **must** submit with their proposal, the catalog number, page number, manufacturer and model number of the items and prices from their current supply catalog and price schedule upon which the bid is based.

#### It will be the responsibility of the bidder to keep catalog and price lists current.

Vendor shall be required to have a local representative available to contact for product selection, pricing and warranty matters.

Nothing herein is intended to exclude any responsible vendor, his/her product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

## MOBILE COUNTY BOARD OF EDUCATION PURCHASING DEPARTMENT RE-BID AUTOMOTIVE PARTS

#### BIDDER INSTRUCTIONS AND SPECIAL CONDITIONS

All items shall be filled out and the signature of all persons shall be in longhand. Unless bids are submitted on these forms the Board may not consider them. All prices and quotations must be typed or written in ink. Bids will not be accepted written in pencil.

The use of a name of an item, model number or make in describing any item herein does not restrict bidders to that particular item. In setting forth these specifications, it is our intention and desire to offer equal opportunity to all bidders, within the framework of standards of quality and design herein established. The specifications indicate the quality and workmanship of the item(s) desired or acceptable, but the item(s) on which bids are submitted must, in all cases, be equal or bettering quality.

All items delivered shall be free from defects in materials and workmanship. Any and all items found to be defective or failing to meet specifications shall be deemed unacceptable, removed from the premises and replaced by the vendor at not cost to the Mobile County School Board.

All bids received shall guarantee items bid to meet or exceed specifications listed. If bidding other than as specified, pictures description and specifications shall accompany all bids. Bidders shall specify make and model bid.

Items furnished as a result of this bid and delivered to purchaser must meet or exceed the specifications indicated. Items not conforming to specifications may be rejected and returned at the vendor's expense.

All materials, equipment, etc. shall be new and of kind specified, and shall be in undamaged condition when turned over to the Mobile County School Board of Education. Vendors shall be responsible for making any claims for items received damaged in shipment.

All prices submitted on this bid are to be delivered prices and shall not include any state or local sales tax.

#### PREPARATION OF BIDS:

Bidders will prepare bids in accordance with the following:

- 1. All information required by the bid document will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.
- 2. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and total price, the unit price will govern.
- 3. The Mobile County Board of Education is exempt from payment of Alabama State and Local sales taxes under **Title 51**, **Chapter 20**, **Section 786 (34)**.
- 4. By submitting a bid, each bidder certifies that it is a duly qualified, capable and bondable business entity that is not contemplating bankruptcy.

#### CLARIFICATION OR OBJECTION TO BID DOCUMENTS:

If a bidder wants a clarification of the bid documents, he or she must submit a written request to the Purchasing Manager. The Purchasing Manager must receive a request for clarification no later than ten (10) days prior to the scheduled bid opening.

Any objections to the bid documents will be in writing and received by the Purchasing Manager no later than ten (10) days prior to the scheduled bid opening.

#### **ADDENDUM:**

Any clarification of the bid documents will be made by an addendum. The Purchasing Manager may issue an addendum to the bid documents in response to clarification or objection, or for any other reasons the Board considers advisable. Once issued, an addendum becomes a part of the bid documents. A copy of the addendum will be mailed to each bidder.

#### SUBMISSION OF BIDS:

Bids and bid addendum(s) will be enclosed in a sealed envelope and submitted to the Purchasing Department. The name and address of the bidder, date of the bid opening, the bid title and bid number will be shown on the outside of the envelope.

Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided bid might be rejected. Facsimile bids will not be accepted.

Each bidder agrees that their bid will remain firm and subject to acceptance by the Board for a period of sixty (60) calendar days from the bid opening date.

#### LATE BIDS:

Bids received after the times set for the bid opening will not be considered.

#### **REJECTION OF BIDS:**

The Mobile County Board of Education may reject a bid, but not limited to the following, if:

- 1. The bidder misrepresents or conceals any material fact in the bid.
- 2. The bid does not conform to the bid documents.
- 3. The bid does not comply with requirements, specifications and conditions of the bid document
- 4. It is deemed in the best interest of the Mobile County Board of Education.

#### **ACCEPTANCE OF BID:**

Upon acceptance of a bid by the Board and issuance of a contract award or purchase order by the Purchasing Manager, the successful bidder will deliver the goods as specified at the stated price, within the time specified, and in accordance with all provisions of the bid documents.

#### AWARD OF CONTRACT:

Bids will be awarded to one or more bidders for each category. The contract will be awarded on evaluation of bids considering all essential factors and in a manner which will best serve the interest of the Mobile County Board of Education. It is not the policy of the Board to award contracts based on price alone, quality and suitability to purpose and the needs of the Board being controlling factors.

The purchasing history of the core items are unknown; Therefore, please submit pricing per each item listed on the proposal sheet and complete the grand total dollar amount of all core use items in their category. The grand total of the category along with percentage discounts taken from other items in the bidder's catalog will be considered. The other items chosen from the bidder's catalog will be at the discretion of the Purchasing Department. These "other items" are defined as items that may have been left off the original core list in the bid, but have since been determined core usage items.

#### **BID RESULTS:**

All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for sixty (60) days pending evaluation and award.

#### **TECHNICAL REPRESENTATIVES:**

Any advice, approvals, or instructions given by the Board's staff, technical personnel or other representatives to any bidder are expressions of personal opinon the bid document unless included in an addendum. All questions must be directed to the Purchasing Manager.

#### **VENDOR TO PACKAGE GOODS:**

The successful vendor will package goods in accordance with good commercial practice and the carrier's requirements at its cost. Each shipping container will be clearly and permanently marked on the outside as follows:

- 1. The vendor's name and address
- 2. The Mobile County Public School's address and purchase order number
- 3. Container number and total number of containers, e.g. Box 1 of 4 boxes
- 4. Designation of container bearing the packing slip

The Board's count or weight will be final and conclusive on shipments not accompanied by packing lists.

#### WARRANTY OF PRICE:

The Board will pay the price for goods specified by the vendor's bid. The vendor warrants its price to be no higher than the vendor's current prices on orders by others for identical goods covered by this request for bid for others for similar quantities, under similar conditions, and methods of purchase. During the course of this contract, the vendor will inform the Board, and give the Board the opportunity to take advantage of any price decrease on items ordered to similar customers.

#### **SAFETY WARRANTY:**

Vendor warrants that the goods sold to the Board conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health act (OSHA) as amended. In the event the goods do not so conform, the vendor must correct or replace the goods at the vendor's expense. If the vendor fails to do so within a reasonable time, the Board, at its discretion, may cause the correction to be made at the vendor's expense, or may return the goods at the vendor's expense and terminate this contract.

#### PATENTS, INDEMNIFICATION, AND INFRINGEMENT:

The vendor agree to indemnify, hold harmless and defend the Mobile Board of Education, its Superintendent, officers, agents and employees against all claims, suits, demands or damages for alleged or actual infringement or patents, copyrights or trademarks by the materials or goods furnished hereunder.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement to indemnify and hold harmless the Mobile Board of Education, its Superintendent, officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority arising out of, attributable to or in connection with the use, occupation, possession of goods proposed in this bid, service area and operation or any work done in or about the same, or transaction of the vendor concerning the goods performance and rendered hereunder, including but without limitation any and all claims for injury or death to persons of damage to property. The vendor also covenants and agrees, at its sole cost and expense, to hold the Board and its officers, agents and employees from and against all judgments, costs, counsel fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the Board or against any of the Mobile County Board of Education its Superintendent, officers, agents or employees, by reason of such claim, the vendor upon notice from the Board will resist and defend such action or proceeding by qualified counsel. However, the provisions of this section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the Mobile County Board of Education its Superintendent, officers, agents or employees.

The Mobile County Board of Education will not be held liable for any injury or damage to persons or property resulting from the use, misuse or failure of any equipment used by the vendor or any of vendor's agents, servants or employees, even if such equipment furnished by the Board to the vendor. The acceptance or use of any such equipment by the vendor shall be construed to mean that the vendor accepts full responsibility for, and agrees to indemnify the Board against any loss, liability and claims for any injury or damage whatsoever resulting from the use, misuse or failure of such equipment, whether such damage or injury is to an employee, agent or servant or the property of the vendor, other vendors, the Mobile County Board of Education its Superintendent, officers, agents, employees or other persons.

#### **PAYMENTS:**

The Board or local school upon satisfactory delivery and acceptance of goods and submission of an invoice will make payment to the address on the purchase order.

Payment terms are net sixty (60) days upon the satisfactory delivery of goods and submission of an acceptable invoice.

At a minimum, invoices will include:

- 1. Name, address and telephone number of the vendor and similar information in the event payment is to be made to a different address.
- 2. The purchase order number.
- 3. Accurate listing of goods.
- 4. Quantity, applicable unit prices, total prices and total invoice amount.
- 5. Any additional information called for by the Request for Bid.

#### **FOB POINT:**

Delivery of all goods under this contract will be made Free On Board (FOB) to final destination (Transportation Department or satellite sites), at the delivery address shown on each purchase order placed against this contract. The title and risk of loss of the goods will not pass to the Board, departments, offices or local school until receipt and acceptance takes place at the FOB point.

#### **INSPECTION AND ACCEPTANCE:**

The Board or local school receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The vendor is responsible for the proper labeling, packing and delivery to final destination, including replacement of rejected deliveries at no additional cost.

The vendor will assume all responsibilities and incur all liabilities during transportation, shipment and delivery.

It shall be the sole responsibility of the vendor to deliver all goods in good condition. Any goods damaged in shipping or delivery shall be the responsibility of the vendor who shall file any and all claims for damages with the carrier and shall promptly replace all damaged goods regardless of the status of claim against carrier.

The Mobile County Board of Education shall have no responsibility to accept delivery on behalf of neither vendor, nor liability for damages if it does accept delivery on behalf of vendor as a matter of courtesy or convenience. The vendor shall be solely responsible for deliveries.

#### **OUANTITY:**

There is no commitment to purchase any given quantity or number of products. All orders will be placed on an as needed basis.

Mobile County Public Schools reserves the right to negotiate on large purchases.

Bidders are cautioned that to incur financial obligation by purchasing goods not normally stocked for this bid will not be reason for reimbursement of cost incurred.

#### **WARRANTIES:**

The vendor warrants to the Board that all goods delivered will conform to the specifications, drawings or other descriptions furnished or incorporated by reference will be of merchantability quality, good workmanship, free from defects and fit for all purposes specified in this contract. The vendor will provide copies of applicable warranties or guarantees to the Purchasing Manager or other authorized personnel. The Board may return goods not meeting applicable warranties to the vendor at the vendor's expense.

#### **GRATUITIES:**

The Board may terminate this contract if the Board finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the Board to secure favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of the contract.

#### **DELEGATION, SUBCONTRACTS, ASSIGNMENT:**

The vendor will not, without written consent of the Board, make any contract with any other entity for furnishing any of the completed or substantially completed goods covered by the contract or assign its obligations under this contract.

#### **PROTESTS:**

Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Manager no later than five (5) calendar days after bid opening. The Purchasing Manager will send a written reply to the protesting bidder.

#### **DISPUTES AND APPEALS:**

The Board of Education is the final authority on issues relating to this contract. The Purchasing Manager is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence.

If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the Superintendent of Schools through the Purchasing Manager within five (5) calendar days from the bidder's receipt of a reply to the protest. The decision of the Board of Education is final and conclusive and binding on all parties concerned.

#### **FORCE MAJEURE:**

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the part is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

#### **TERMINATION FOR DEFAULT:**

Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within ten (10) days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective actions or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the other party to terminate this agreement by written notice.

#### **COLLUSION:**

Any agreement or collusion among bidders or perspective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to the Mobile County Board of Education future purchases.

#### **CONTRACT PERIOD:**

The Board will contract with the successful bidder(s) for a one year period beginning upon the date of Board approval of the bid. Annual renewal of the award will be made up to a maximum period of two years at the Boards sole option. Vendor performance will be a primary factor in renewal recommendations. The price submitted with the bid must remain firm for the first year of the contract.

#### PRICE ESCALATION CLAUSE:

During the period of this bid, the Board will allow price increases upon receipt of updated manufacturer price schedules as applicable. Updates must be submitted to the Purchasing Department for approval.

#### **FACTORS OF AWARD:**

The following criteria will be utilized in the evaluation and award of bid:

- 1. Price of core items; Catalog price after percentage discount
- 2. Responsiveness of the bid
- 3. Responsibility of the bidder
- 4. Vendor Performance

#### **EXPERIENCE:**

Bidder certifies that it has a minimum of five (5) years' experience in this field.

#### **REFERENCES:**

Bidder will supply, with the bid, the name and addresses of three (3) firms or school systems to which it has provided these types of goods in the past or with which it is under contract for such goods presently and the names of representatives who may be contacted for references and performance history. The Board reserves the right to utilize any other references other than what is provided by the bidder.

#### RIGHT TO PURCHASE ELSEWHERE:

The Mobile County Board of Education will not actively solicit bids, proposals, and quotations or otherwise test the market solely for the purpose of seeking alternative sources for the specified goods. If the contract term(s) are not met, the Board reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source.

#### **PURCHASE ORDERS:**

Board purchase order numbers must appear on all itemized invoices and packing slips. <u>The</u>

<u>Board will not be held responsible for any order placed/delivered without a valid purchase</u>

<u>order number.</u>

#### **INVOICES:**

Each order will be on a separate invoice and sent to the Accounts Payable Department. Bidder must submit original invoices for payment.

#### RETURNS AND RESTOCKING CHARGES:

The successful bidder must pick up the merchandise to be returned within twenty-four (24) hours. The Board will not pay restocking charges for merchandise that has been returned unless it is a specialty item and the user has been notified at the time of placement of the order, of the potential restocking charge. The bidder will issue a credit memo, to the user department/school within seven (7) calendar days of the return. For proper credit, all merchandise must be returned within 30 days after receiving.

#### **OUALIFICATIONS:**

Bidders shall have the capability in all aspects to fulfill the contractual requirements to the satisfaction of the Mobile County Board of Education.

#### **SPECIFICATIONS:**

#### **SCOPE:**

To provide for an annual <u>Automotive Parts and Supplies Contract</u> on an as needed basis throughout the period of the contract. A list of parts and supplies is listed as an attachment, and the list is to be considered items of <u>heavy use</u> that are purchased by the Transportation Department. The bidder is to use the list provided and offer pricing on such. The list does not identify any quantities on any of the items. The contract will be on an as needed basis with no guaranteed quantities. Both pricing on the heavy use list along with the percentage discount on all other catalog items will be a factor in the award.

#### ALL FINISHES MUST MEET "NATIONAL RULE":

- Topcoats must have a manufacturer's warranty/guarantee program in place with appropriate factory training for shop personnel at no additional cost to the school district.
- If successful bidder ceases affiliation with the manufacturer of awarded paint items, a
  new bid can be released and all items previously purchased for stock can be returned for
  full credit.
- Successful paint vendor shall carry a complete line of primers/sealers, reducers and related products for use in automotive and fleet refinishing applications.

#### **DELIVERIES:**

Deliveries shall be made within a maximum of five (5) days of an order. The successful bidder must be able to comply with the required delivery schedule. All delivery/shipping charges must be included in price.

#### FOB:

Delivery and freight charges (FOB Mobile County Public Schools, offices and departments) are to be included in discount price. The successful bidder must be able to comply with the agreed upon delivery schedule.

#### **ORDERS:**

Purchase order numbers are required for all orders.

#### **BACK ORDERS:**

The Transportation Department will be notified immediately when an item is on back order. The Transportation Department will be notified as to the expected delivery date.

#### **SUBSTITUTIONS:**

No substitutions will be allowed without the prior approval of the Purchasing Department.

#### **DEVIATIONS:**

Deviations from the specifications must be listed on an attached sheet. If none are listed <u>IT IS UNDERSTOOD</u> that there are no deviations from the specifications.

#### **BID CHECKLIST:**

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

( )	1.	The signature sheet has been signed
( )	2.	The bid percentage is included (w/manufactures name and/or category and catalog number, bid sheet is on page 13 in the bid specifications
( )	3.	The price list of core use (heavy use) items
( )	4.	The minority questionnaire
( )	5.	The variance sheet
( )	6.	Addendum (if any) has been signed and is included
( )	7.	The mailing envelope has been properly addressed
( )	8.	The mailing envelope has been sealed and marked with the bid title, bid number and bid opening date.
( )	9.	Read all bid requirements and specifications
( )	10	. Catalog numbers and price list included
( )	11	. AOC Vendor Enrollment Data Sheet included
( )	12	. Immigration Law Compliance Forms
( )	13	. Vendor Disclosure Statement
( )	14	The Debarment Sheet

PERCENTAGE DISCOUNT OF ALL OTHER ITEMS IN CATALOG INCLUDING ITEMS FROM ATTACHMENT A (OTHER THAN THOSE LISTED AS CORE USE ITEMS ON THE PRICING SHEETS).

#### **BID SHEET:**

<b>Percentage Discount</b>	From Catalog:		
Manufacturer(s)		Category	
Catalog Number	Discount Percent Figures %	_	Discount Percent Words
Manufacturer(s)		Category _	
Catalog Number	Discount Percent Figures %	_	Discount Percent Words
Manufacturer(s)		Category _	
Catalog Number	Discount Percent Figures %		Discount Percent Words
Manufacturer(s)		Category _	
Catalog Number	Discount Percent Figures %		Discount Percent Words
Manufacturer(s)		Category	
Catalog Number	Discount Percent Figures %	_	Discount Percent Words
The contract will be a	ms that it is duly authorized to e warded to the lowest responsibl serves the right to reject any an	e responsive bi	
	ave a website that the manufact		s and discount pricing can be

#### **ATTACHMENT A**

#### ADDITIONAL PARTS PURCHASED ON A REGULAR BASIS

#### (These items should be able to be purchased through the vendor's catalog)

FUEL PUMP (CUMMINS) 5398557

WATER PUMP (CUMMINS) 5473173

BELT TENSIONER (CUMMINS) 5270678

BODY CONTROL MODULE (BB) 10017418

NITROGEN SENSOR (CUMMINS) 5295473

NITROGEN OXIDEN SENSOR (CUMMINS) 4326869RX

TURBO ACTUATOR (CUMMINS) 549878RX

HARMONIC BALANCER DIESEL (CUMMINS) 4938209

HARMONIC BALANCER PROPANE (CUMMINS) B/B 1005233

POWER TAKE OFF ASSY (CUMMINS) 1193002

DEF SENDING UNIT (CUMMINS) B/B10056545

SURGE TANK (CUMMINS) 10035599

DEF PUMP (CUMMINS) 10035950

DEF SENDING UNIT (INTERNATIONAL) 4254214C91

AIR COMPRESSURE (CUMMINS) 530180

FAN CLUTCH (CUMMINS) 10019112

FAN AUXILARY B/B 10029227

INNER HOOD FENDER B/B R/S 10067284

INNER HOOD FENDER L/S B/B 10067289

HOOD HANDLE B/B 00093848

HOOD LATCH B/B 00055554

DRIVER ALERT LIGHT (REAR STOP SIGN) 2212130C2

CROSS ARM KIT (B/B) 10050526

CROSSGATE MOTOR (INTERNATIONAL) XA12818770

CROSSGATE MOTOR (INTERNATIONAL) SMC28170

REAR HEATER COIL (INTERNATINAL) 25093848

CROSSGATE WAND (B/B)10031212

CRANK CAOE FILTER (INTERNATIONAL) 7085773C92

MUILTIFUNCTION SWITCH (B/B) 10006549

DOOR SWITCH S/N (INTERNATIONAL) 3867044C2

WINDSHIELD CORNER GLASS (B/B) 00343848

WINDSHILD (B/B) 00357376

ENTRANCE DOOR GLASS/BOTTOM (B/B) 01780535

ENTRANCE DOOR GLASS/ UPPER (B/B) 01773159

REGULAR SIDE GLASS (B/B) 10036344

DRIVER SIDE LONG WINDOW (B/B) 00097562

EMERGENCY SIDE GLASS TOP/BOTTOM (B/B) 00097562

WINDSHIELD CORNER GLASS (B/B) 00343818

ALTERNATOR DELCO REMY 8600280

ALTERNATOR DELCO REMY 8600628

**ALTERNATOR DELCO REMY 8600314** 

STARTER DELCO REMY 8200077

STARTER DELCO REMY 428000-5120

LIFT CYLINDER 05-08 403651KS, C1514-3-8408

LIFT CYLINDER 05-08 403652KS

A/C COMPRESSOR (2008) ABPN83304742

A/C COMPRESSOR (2011/2016) 18-10123-09

A/C COMPRESSOR (2012) 2GG705051

WHEEL CHAIR PENDANT (BRAUN) 3665K

WHEEL CHAIR PENDANT (RICON) 33022

HEADLIGHT ASSEMBLEY R/H (B/B) 10055332

HEADLIGHTASSEMBLY L/H (B/B) 10055333

MULTIPLEX MODULE DIESEL B/B10051865

BUMPER/FRONT (B/B) 00110281

BUMPER/REAR B/B 100021121

DASH CLUSTER (B/B) 10068500

SOLONOID (INTERNATIONAL) 2222800C1

FUEL FILTER HOUSING (INTERNATIONAL)

FUEL PUMP PROPANE(B/B) 10058843

ROOF HATCH (B/B) 11135544A

CATALYSTIC EXHAUST CONVERTOR (B/B) 10049732

CATALYSTIC EXHAUST SENSOR (B/B) 10042606

CATALYSTIC EXHAUST SENSOR Y-PIPE L/H (B/B) 10042607

CATALYSTIC EXHAUST SENSOR Y-PIPE R/H (B/B) 10044803

ROOF HATCH (INTERNATIONAL) SMA-1975-028-111-00

EGR VALUE (INTERNATIONAL) 2012- 1890997C92

MUILTPLEX MODULE PROPANE (B/B) 10051865LP

EGR VALVE 2005-08 (INTERNATIONAL) 1846296C91

FRONT BUMPER 2005 (INTERNATIONAL) 3552336C3

REAR BUMPER 2021 UNIT 2018 (INTERNATIONAL) 4163693C91

CATALYSTIC EXHAUST GOVENOR (B/B) 10049732

## **IMMIGRATION LAW COMPLIANCE**

## CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

				Ven	dor Ir	nform	nation	)				
Name:												_
Address:		eet Address	3								Suite/Unit #	_
Phone:	City				Alt	ernate	Phone	: <u>(</u>	)	State	ZIP Code	_
Please Follow		d the a	tached	Immig	gratio	n Not	ice a	nd Se	elect o	ne (1) o	f the	
☐ The	Alaban	na Immigr	ation Law <u>l</u>	DOES N	<mark>ОТ</mark> аррІ	ly to the	above	named	compar	ny. Please	explain:	
☐ The Mobile Co				DOES ap	oply to th	he abov	/e name	ed comp	oany and	d the docur	ments are on fil	e with
		•	ation Law I					•	•		DAVIT OF AL	ABAMA
The docu	ument	s are ava	ilable at <u>v</u>	vww.mc	pss.co	m/imn	<u>nigrata</u>	<u>ion</u> and	d <u>www</u>	.dhs.gov/e	e-verify	
Frances	Ciarret									Data		
Employee	งเgnatu	re								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:

<u>Vendor Name</u>	
<u>Vendor Address</u>	
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.

Board of School Commission	ners	Board of School Commissioners
Purchasing Office		Purchasing Office
P. O. Box 180069	OR	1 Magnum Pass
Mobile, AL 36618		Mobile, AL 36618

- 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
The variance sheet (if applicable)
The debarment sheet
No Bid Bond required
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**

BID NO#: 24-02

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:			<del></del>	
ADDRESS:				
PHONE #:				
FAX #:				
IS THE COMPANY MINORITY	OWNED?:	YES	NO	
IS THE COMPANY OWNED B	<u>Y</u> :	MALE	FEMALE	ВОТН
IS THE COMPANY INCORPO	RATED	YES	NO	
ETHNICITY OF OWNERSHIP:	:			
ASIAN AMERIC AMERICAN IND BLACK DISABLED HISPANIC OTHER (PLEAS	DIAN	):		
SIGNATURE:				
PRINT NAME:				
TITLE:			<del></del>	
DATE:				

#### SPECIFICATION VARIANCE SHEET BID ON: RE-BID AUTOMOTIVE PARTS BID NO: 24-02

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 exits, 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 NUME ( )	BER
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES	S, OR IS RESPONSIBLE FOR GRANT AWARD	
ADDRESS		
CITY, STATE, ZIP	TELEPHONE NUME ( )	BER
This form is provided with:		
	st for Proposal Invitation to Bid Grant Propo	osal
Agency/Department in the current or last fiscal yea	by related business units previously performed work or provident?  It that received the goods or services, the type(s) of goods or se	
vided, and the amount received for the provision of		or record providency pro
STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES AMOU	JNT RECEIVED
Have you or any of your partners, divisions, or any Agency/Department in the current or last fiscal yea	y related business units previously applied and received any ar?	grants from any State
Yes No	warded the great the data such great was awarded, and the s	amount of the grant
	warded the grant, the date such grant was awarded, and the a	-
STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED AMOU	JNT OF GRANT
any of your employees have a family relationship	ublic officials/public employees with whom you, members of you p and who may directly personally benefit financially from the the public officials/public employees work. (Attach additional sl	proposed transaction.
NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS STATE	E DEPARTMENT/AGENCY

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL PUBLIC EMPLOYEE	_/ STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
=	nd/or their family members as the	cribe in detail below the direct financia result of the contract, proposal, reque	- · · · · · · · · · · · · · · · · · · ·
_	yee as the result of the contract, p	ned by any public official, public emplo proposal, request for proposal, invitation	
List below the name(s) and a posal, invitation to bid, or gra	The state of the s	and/or lobbyists utilized to obtain the	contract, proposal, request for pro-
NAME OF PAID CONSULTANT/LO	BBYIST	ADDRESS	
to the best of my knowledg	e. I further understand that a civ	y that all statements on or attached vil penalty of ten percent (10%) of th correct or misleading information.	
Signature		Date	

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

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.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint\_filing\_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

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

This institution is an equal opportunity provider.

**BID ON: RE-BID AUTOMOTIVE PARTS - TRANSPORTATION DEPARTMENT** 

BID NO: 24-02

OPENED: JANUARY 22, 2024 @ 2:00 PM

ITEM	DESCRIPTION	PRICE	BUS AND MEDIUM TRUCKS BRAND/PART #	CATALOG#	PAGE#
		TRIOL	BRANDII ART II	OATALOO #	I AOL #
	CATEGORY: BATTERIES				
1	Battery, Group 31, Minimum 950 Cold Cranking	\$			
	AMPS, Stud Terminal,Maintenance free or approved equal				
	BATTERIES: GRAND TOTAL				
	CATEGORY: ELECTRICAL				
1	Starter, HD Delco Remey 8200972 or approved equal	\$			
2	Starter, with IMS 38MT	Φ			
	Delco Remey 8200005 or approved equal				
3	Alternator 4800JB 270 AMP	\$			
	Delco Remey 8600280 or approved equal				
4	Starter, Delco Remey 8201039 or approved equal	\$			
	ELECTRICAL: GRAND TOTAL	\$	-		
	CATEGORY: AIR BRAKE PARTS: CHAMBERS, DIAPHRAGMS, COMPRESSORS, DRIERS, ETC.				
1	Valve, Leveling, International 2505183C91 or approved equal.	\$			
2	Adjuster, Meritor R802446	\$			
	or approved equal				
3	Adjuster, Meritor R802447	\$			
	or approved equal				

ITEM	DESCRIPTION	PRICE	BRAND/PART #	CATALOG#	PAGI
4	Adjuster Meritor R803049 or approved equal	\$		. —	_
5	Adjuster, Meritor A93275R1188 or approved equal	\$			
6	Modulator Valve, BX801479 or approved equal	\$			
7	Modulator Valve, BX801481 or approved equal	\$			
8	ABS Sensor, BX801553 or approved equal	\$			
9	ABS Sensor, BX801551 or approved equal	\$			
10	Air Dryer Purge Kit, BX500434AX or approved equal	\$			
11	U Joint 2506391C91 or approved equal	\$			<u> </u>
	AIR BRAKE PARTS: GRAND TOTAL	\$			
	CATEGORY: BRAKE SHOES				
1	Brake Shoes & Hardware, Rear, 16-1/2 X 7 Q Plus Meritor XK2124707QPMB Must be Meritor Brand	\$			-
2	Brake Shoes & Hardware, Q Plus Meritor XK2124720QP Must be Meritor Brand	\$			-
	Note: Brake Shoe Cores should be remove one for one for every shoe delivered.				
	BRAKE SHOES: GRAND TOTAL	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART#	CATALOG#	PAGE#
	CATEGORY: BRAKE DRUMS				
1	Brake Drum, 16-1/2" X 7", Rear Gunite #ZBR3647 or approved equal	\$			
2	Brake Drum, 16-1/2" X 5", Front Int. Gunite #ZBR3710 or approved equal	\$			
3	Brake Drum, Gunite #85-123463-02 or approved equal	\$			
4	Brake Chamber #3030C1 or approved equal	\$			
5	Brake Chamber #ZAJ1621901 or approved equal	\$			
	BRAKE DRUMS: GRAND TOTAL	\$			
	CATEGORY: LIGHTING				
1	Taillamp, 4" LED Grommet Mount, Soundoff Signal TL44302R or approved equal	\$			
2	Backup Light, 4" LED Grommet Mount, Soundoff Signal ECVR42B2W-FA or approved equal	\$			
3	Backup Light, 4" LED Grommet Mount, Soundoff Signal ECV7J61B2W-FA or approved equal	\$			
4	Light, Clearance Red 2228899C1 or approved equal	\$			
5	Light, Warning, red 4067251C1 or approved equal	\$			
6	Light, Warning, Amber 4067250C1 or approved equal	\$			
7	Light, Warning, Amber BLU10044490 or approved equal	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART #	CATALOG#	PAGE#
8	Light, Warning, Red BLU10044489 or approved equal	\$			
9	Marker Lamp, Yellow, Recessed Mount, LED Soundoff Signal ECVMLDP1Y or approved equal	\$			
10	Signal Switch, Turn, 3587009C92 or approved equal	\$			
11	Signal Switch, Turn, 10006549 or approved equal	\$			
12	Clock Spring, 2505657C91 or approved equal	\$			
	LIGHTING: GRAND TOTAL	\$			
	CATEGORY: STEERING/SUSPENSION: INCLUDES SHOCKS				
1	Tie Rod End Meritor SP140TR109	\$			
2	Tie Rod End Meritor SP140TR112	\$			
3	Tie Rod End Meritor SP140TR110	\$			
4	Tie Rod End BLU 00118433 or approved equal	\$			
5	Tie Rod End BLU 00118432 or approved equal	\$			
6	Steering Drag Link #3534115C91 or approved equal	\$			
7	Suspension Air Bag, W013778536/GY1R12523 or approved equal	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART#	CATALOG#	PAGE#
8	Suspension Air Bag, GY1R12507	\$			
	STEERING/SUSPENSION: GRAND TOTAL	\$			
	CATEGORY: ENGINE COMPONENTS				
1	Coolant Boost pump, 3957323C91 or approved equal	\$			
2	Fuel Pump Maxxfroce DT9 5010733R92, or approved equal	\$			
	ENGINE COMPONETS: GRAND TOTAL	\$			
	CATEGORY: FUEL SYSTEM				
1	Fuel Tank, 60 Gallon, 2507578C92 or approved equal	\$			
2	Fuel Sending Unit, 6132731C91 or approved equal	\$			
	FUEL SYSTEM: GRAND TOTAL	\$			
	CATEGORY: OIL, AIR, FUEL FILTERS, ALL VEHICLES - LUBERFINER NUMBERS				
1	FF63009 or approved equal	\$			
2	LFF8957 or approved equal.	\$			
3	LAF8430 or approved equal	\$			
4	LFF1065 or approved equal.	\$			
5	LFP3970 or approved equal	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART #	CATALOG#	PAGE#
6	PH820 or approved equal.	\$			
7	LFW1070 or approved equal	\$			
8	LAF6902 or approved equal	\$			
9	P550367 or approved equal	\$			
10	L5086F or approved equal	\$			
11	P623400 or approved equal	\$			
12	L7662FK or approved equal	\$			
13	LFP6027 or approved equal	•			
14	1899335C91 or approved equal	\$			
15	LAF4498 or approved equal	\$			
16	86818 or approved equal	\$			
17	Filter Blow By, 7085773C92 or approved equal	\$			
	OIL, AIR, FUEL FILTERS: GRAND TOTAL	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART#	CATALOG#	PAGE#
	CATEGORY: SEATS AND ACCESSORIES (MUST MEET OEM & DOT SPECIFICATIONS)				
	INTERNATIONAL BODY TYPE				
1	Green, International Cushion, 39 " DOT, SCSC4731, Z56026053 or approved equal.	\$			
	INTERNATIONAL BODY TYPE: GRAND TOTAL	\$			
	FOAM PRODUCTS TO BE TRIAD FABCO ONLY				
1	Seat Back Cover, SC8112 or approved equal	\$			
2	Seat Back Cover, SC4081 or approved equal	\$			
3	Single Back Insert, F116601 or approved equal	\$			
4	Double Back Insert, F118440 or approved equal	<u>\$</u>			
5	Seat Belt, 2236822C1 or approved equal	<u>\$</u>			
6	Seat Belt 2208846C2 or approved equal	\$			
7	Seat Belt 10038008 or approved equal	\$			
8	Seat Tape, S12GN or approved equal	\$			
	FOAM PRODUCTS: GRAND TOTAL	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART#	CATALOG#	PAGE#
	CATEGORY: SAFETY, FIRST AID, SPECIAL NEEDS				
1	Reverse Alarm, 12 V @ 97db, 442533001 Preco Model 230 or approved equal.	\$			
2	Emergency Warning Triangle Kit, 1005 TRIKIT3 or approved equal.	\$			
3	Certified Alabama First Aid Kit, 203045 or approved equal.	\$	,		
4	Certified Body Fluid Refill Kit CSF200910R or approved equal.	\$			
5	Crossing Arm Base, Specialty SMA78120 or approved equal	\$			
6	Crossing Arm Base, Specialty SMC78190135 or approved equal	\$			
7	Crossing Gate Wand 10052383 or approved equal	\$			
8	Air Crossing Arm Base, 10031212 or approved equal.	\$			
9	Crossing Gate Wand 10031212 or approved equal.	\$			
10	C Gate Wands, Specialty, SMC68197 or approved equal.	\$			
11	Horn, Low Note 3903524C91 or approved equal.	\$			
12	Horn, High Note 3903986C91 or approved equal.	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART#	CATALOG#	PAGE#
13	Horn, Low Note 10049724 or approved equal.	\$			
14	Horn, Low Note 10049723 or approved equal.	\$			
15	Public Address System, 07-PAT 10505 or approved equal	\$			
16	Public Address System, 2613000C1 or approved equal.	\$			
17	Stop Arm Motor, 2607948C91 or approved equal	\$			
18	Stop Arm Strobe Kit, SMA4307K or approved equal	\$			
19	Public Address System, Microphone, TBB650110939 or approved equal	\$			
20	Public Address System, Microphone, BLU 00097939 or approved equal	\$			
21	Stop Arm Motor, 5172K or approved equal	\$			
22	Stop Arm Strobe Light, SMA4307K or approved equal	\$			
23	Stop Arm Module, SMC5151 or approved equal	\$			
24	Stop Arm Strobe Light, 515-400 SMC5151 or approved equal	\$			
25	Stop Arm Diaphram, SMC106 or approved equal	\$			
26	Stop Arm Strobe Control, SMC1015 or approved equal	\$			
27	School Bus Decal, 434519001 or approved equal	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART #	CATALOG#	PAGE#
28	Emergency Exit handle Decal, SB205FA or approved equal	\$			
29	Back-up Alarm, 10045061 or approved equal	\$			
	SAFETY, FIRST AID, SPECIAL NEEDS: GRAND TOTAL	\$			
	CATEGORY: WHEELCHAIR LIFT				
1	Lift Cyl. C15-14.3, 0408NKS or aproved equal	\$			
2	Lift Cyl. C15-14.3, 10408KS or aproved equal	\$			
3	Lift Cyl. 915-3318NAKS or aproved equal	\$			
4	Lift Roll Stop, 33094A or approved equal	\$			
5	Lift Circuit Board, 100159-001KS or approved equal	\$			
	WHEEL CHAIR LIFT: GRAND TOTAL	\$			
	CATEGORY: MIRRORS				
1	Mirror Mount Left, 00113315 or approved equal	\$			
2	Mirror Mount Right, 00113314 or approved equal	\$			
3	Mirror Mount Right, ZR191CR or approved equal	\$			
4	Mirror Mount Left, ZR191CL or approved equal	\$			
5	Mirror Crossover 5360, 10018926 or approved equal	\$			
6	Mirror Crossover 3365, or approved equal	\$			
7	Mirror Convex TBB100817 or approved equal	\$			
	MIRRORS: GRAND TOTAL	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART#	CATALOG#	PAGE#
	CATEGORY: BELTS, HOSES, RUBBER PRODUCTS				
1	Belt, Ford Activity Bus, JK81367A or RBRK081298 or approved equal	\$			
2	Belt, Ford Activity, K060915 or approved equal	\$			
3	Belt, Serpentine, 2012 Model, 1847705C1 or approved equal	\$			
4	Belt, Serpentine, 2012 Model, 1843218C1 or approved equal	\$			
5	Belt, Serpentine, 2014 Model, 10021305 or approved equal	\$			
6	Belt V-Belt, 2014 Model, 17575 or 13A1460 or approved equal	\$			
7	Belt Serpentine, 2014 Model, 10020698 or approved equal	\$			
8	Belt Serpentine, 2014 Model, 10020699 or approved equal	\$			
9	Belt Serpentine, 2014 Model, 10023179 or approved equal	\$			
10	Hose, 2012 Model, 3610318C3 or approved equal	\$			
11	Hose, 2012 Model, 3883162C2 or approved equal	\$			
12	Hose, 2012 Model, 3703440C1 or approved equal	\$			
13	Hose, 2012 Model, 3718791C1 or approved equal				
14	Hose, 2014 Model, 3808802C1 or approved equal	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART #	CATALOG#	PAGE#
15	Hose, 2014 Model, 3610324C1 or approved equal	\$			
16	Hose, 2014 Model, 59532C1 or approved equal	\$			
17	Hose, 2014 Model, 3790150C1 or approved equal	\$			
18	Hose, 2014 Model, 3610350C1 or approved equal	\$			
19	Hose, 2014 Model, 3941298C1 or approved equal	\$			
20	Hose, 2014 Model, 3543544C1 or approved equal	\$			
21	Hose, 2014 & 2016 Blue Bird, Model, 00097899 or approved equal				
22	Hose, 2014 & 2016 Blue Bird, Model, 10011879 or approved equal	\$			
23	Hose, 2014 thru 2018 Blue Bird Propane, Model, 10019970 or approved equal	\$			
24	Hose, 2014 thru 2018 Blue Bird Propane, Model, 10019973 or approved equal	\$			
	BELTS & HOSES: GRAND TOTAL	\$			
	CATEGORY: RADIATOR				
1	Radiator, 10048050 or approved equal	\$			
2	Radiator, 10053625 or approved equal				
	RADIATOR: GRAND TOTAL	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART#	CATALOG#	PAGE#
	CATEGORY: WIPER BLADES				
1	Anco 31-16 or approved equal	\$			
2	Anco 31-18 or approved equal.	\$			
3	Anco 31-20 or approved equal.	\$			
4	Anco 31-22 or approved equal.	\$			
5	Anco 31-24 or approved equal.	\$			
6	2012 Chevy Silverado 849414 or approved equal	\$			
7	Washer Fluid Tank, 3832359C1 or approved equal	\$			
8	Washer Fluid Tank, 449015001 or approved equal	\$			
	WIPER BLADES: GRAND TOTAL	\$			
	CATEGORY: AIR CONDITION PARTS				
1	Compressor, ABPN83304004 or approved equal	_\$			
2	Compressor, 94001801 or approved equal	\$			
3	Compressor, 18-00093-05 or approved equal	\$			
4	Blower Motor, 2607897C91, or approved equal	\$			
5	Blower Motor, 2598644C1, or approved equal	\$			
6	Blower Motor, 2586986C1, or approved equal	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART#	CATALOG#	PAGE#
7	A/C Dryer, 14-002888-00, or approved equal	\$			
8	A/C Dryer, 800-1657, or approved equal	\$			
	AIR CONDITION PARTS: GRAND TOTAL	\$			
	CATEGORY: WINDSHIELD GLASS				
1	Windshield, 1/4, 2202543C3 or approved equal	\$			
2	Window Glass, Standard, 00097162 or approved equal	\$			
3	Emergency Window Glass, rear, 00097554 or approved equal	\$			
4	Emergency Window Glass, Tor or Bottom 00097562 or approved equal	\$			
5	Winshield, Blue Bird 00357376 or approved equal	\$			
6	Entrance Door Bottom Glass, 01780535 or approved equal	\$			
7	Rear Dark Tint, 01858646 or approved equal				
8	Window Glass, Standard 2209530C1or approved equal	\$			
9	Rear Door Bottom Glass, 2209540C1 or approved equal	\$			
10	Rear Emergency Top Glass, 2209762C1 or approved equal	\$			
11	Entrance Door Glass Top, BLU0173159 or approved equal	\$			
12	Entrance Door Glass Bottom, BLU01780535 or approved equal	\$			
	WINDSHIELD GLASS: GRAND TOTAL	\$			

ITEM	DESCRIPTION	PRICE	BRAND/PART #	CATALOG#	PAGE#
	CATEGORY DOOR:				
1	Door Motor, SMA7514 or approved equal	\$			
2	Door Switch, 2596166C1 or approved equal	\$			
3	Door Kit, 2589963C91 or approved equal	\$			
4	Door Switch, 00042457 or approved equal	\$			
5	Door Lock, 00047119 or approved equal	\$			
6	Door Lock, 427610002 or approved equal	\$			
7	Door Switch, RBE13250 or approved equal	\$			
	DOOR: GRAND TOTAL	\$			
	CATEGORY HOODS:				
1	Blue Bird 2014 C class School bus "Propane" # 10032752 or approved equal.	\$			
2	Blue Bird 2014 C class School bus "Diesel" # 10032751 or approved equal.	\$			
3	International 2005 & 2008 C Class School bus Jones Performance #INO6SB Fiberglass or approved equal.	\$			
	HOODS: GRAND TOTAL	\$			
	Note: Provide price based on a per hood basis. Please include all shipping and any applicable crating charges. Please note if a lower price is available if purchased in multiple quantities.				

multiple quantities.

# MOBILE COUNTY BOARD OF EDUCATION RE-BID AUTOMOTIVE PARTS AUTOMOTIVE PARTS

PERCENTAGE DISCOUNT OF ALL OTHER ITEMS IN CATALOG INCLUDING ITEMS FROM ATTACHMENT A (OTHER THAN THOSE LISTED AS CORE USE ITEMS ON THE PRICING SHEETS).

#### **BID SHEET:**

Percentage Discount	t From Catalog:		
Manufacturer(s)		Category	
	%		
Catalog Number	Discount Percent Figures		Discount Percent Words
Manufacturer(s)		Category	
	0/0		
Catalog Number	Discount Percent Figures	-	Discount Percent Words
Manufacturer(s)		Category	
	%		
Catalog Number	Discount Percent Figures		Discount Percent Words
Manufacturer(s)		Category	
	%		
Catalog Number	Discount Percent Figures		Discount Percent Words
Manufacturer(s)		Category	
	%		
Catalog Number	Discount Percent Figures		Discount Percent Words
The contract will be a	ms that it is duly authorized to exwarded to the lowest responsible eserves the right to reject any and	responsive b	
Does your company h viewed?	nave a website that the manufactu	rer's products	s and discount pricing can be