



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

RFP No. 24-51
BUYER: JULIE MORGAN

October 8, 2024

REQUEST FOR PROPOSAL
INFRASTRUCTURE REVITALIZATION & SUSTAINABILITY PROGRAM
FACILITIES 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 **Wednesday, October 30, 2024 @ 10:00 AM** at which time they will be publicly opened and read aloud.

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

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

(List Toll Free Number if Applicable)

Telephone Number: _____ Fax _____

Authorized Signature of Bidder

Authorized Name(Typed or Printed)

Director of Purchasing
Mobile County Public Schools

Name(Typed or Printed)

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

NEW BUILDING ENTRANCE

FOR

“PURCHASING DEPARTMENT”

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

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



Mobile County
PUBLIC SCHOOLS

SCHILLINGERS ROAD

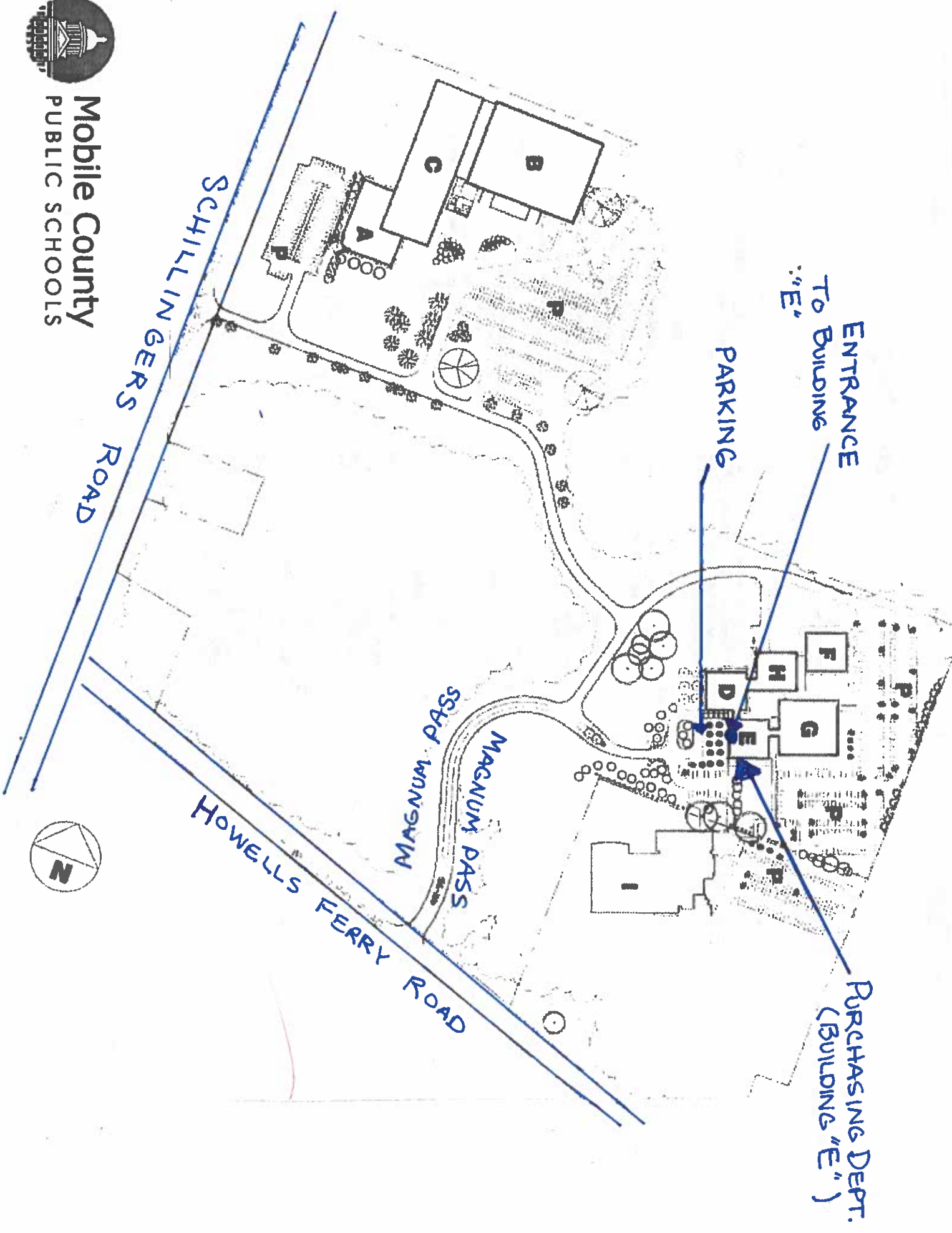
HOWELLS FERRY ROAD

MAGNUM PASS

ENTRANCE
TO BUILDING
"E"

PARKING

PURCHASING DEPT.
(BUILDING "E")



Directory

A Building A Student Services Building

Student Services 4245
 Health Services 4292
 Microcomputer Services 5142
 STI Off ice/Classroom Software Support 6201
 Hardware Support 6223
 Network Support 6222

B Building B

Professional Development 5200
 General Receiving/Distribution 5115
 Textbooks 5198
 JRCOTC 5100
 Print Shop 6273
 Archives 4658
 Make & Take 5223
 Mail Services 3400

C Building C

Environmental Services 4703

D Building D Executive Building

Office of the Superintendent 4304
 Chief Financial Office 4434
 Comptroller 4494
 Budget Office 4506
 Child Nutrition Program 4374

E Building E Business Building

Security Office 4108
 Purchasing 4473
 Accounting 4445
 Accounts Payable 4438
 Local School Accounting 4427

F Building F Facilities Office

4822

G Building G

Human Resources Office 4543
 Payroll Office 4448
 TV Studio 3118

H Building H

Technology Building
 Information Technology Services 4525
 Instructional Technology 4210
 Office of Communications 8622

I Building I Academic Affairs Building

Board Offices & Board Meeting Room 4387
 Academic Affairs 4159
 Curriculum & Instruction 4141
 Federal Programs 5220
 Special Education 4220
 Career/Technical Education 4019
 Public Board Meetings

P Building - Public and Employees

LET'S LOAD THE BASES!

Miracle League of West Mobile: Schmidt Family Park



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

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

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

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

Why should you donate?

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

Single

\$1,000-\$9,999

Double

\$10,000-\$49,000

Triple

\$50,000-\$99,999

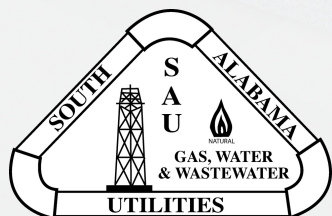
Home Run

\$100,000-\$249,999

Grand Slam

\$250,000 +

**ALABAMA PECAN
DEVELOPMENT
CO. INC**



**Mobile County
PUBLIC SCHOOLS**

MIRACLE LEAGUE OF WEST MOBILE: SCHMIDT FAMILY PARK

MCPSS.COM/MIRACLELEAGUE

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

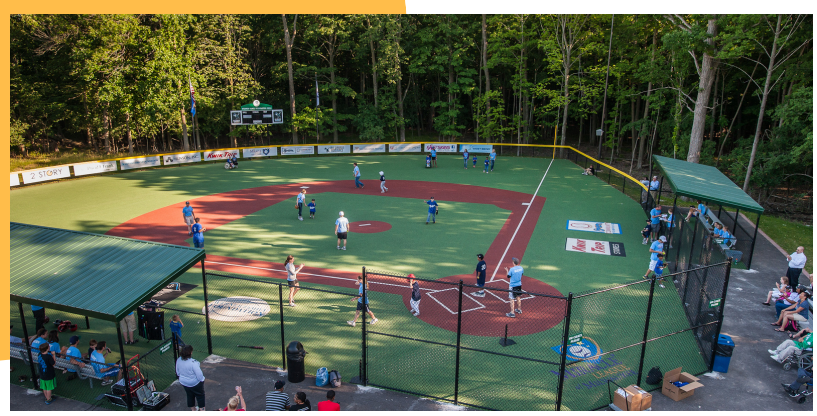
The Miracle League baseball field will feature a synthetic rubberized turf that accommodates wheelchairs and other assistive devices while helping to prevent injuries. The field will have double-wide lanes, allowing the players more space as they round the bases. The park will also include a regular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

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

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

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

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



GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

1. ALABAMA IMMIGRATION LAW COMPLIANCE:

As a Contractor/Vendor as defined in the Act, to the Local Board of Education (Board), it is crucial to your relationship (future or continuing) with the Board that you comply with the Immigration Reform Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly please provide your Affidavit of Immigration Compliance. These documents can be found in the following bid package along with a compliance check list.

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

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

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

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

12. FEDERAL MONIES

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

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

13.HAZARDOUS AND TOXIC SUBSTANCES:

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

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

14. INVOICING, DELIVERY, PACKAGING:

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

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

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

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

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

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

COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE

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

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

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

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

18. 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

GENERAL TERMS AND CONDITIONS
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 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**

VENDOR BID REGISTRATION

Vendors:

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

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

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

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

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

REQUEST FOR PROPOSALS

Infrastructure Revitalization and Sustainability Program for Mobile County Public School System

1.0 Overview and Background

Mobile County Public School System (MCPSS or the “District”) is dedicated to meeting the ever-changing needs of the Students, Staff and the community. The District would like to embark on a system-wide energy and infrastructure project to reduce costs and improve sustainability. The project will begin with a select sample set of school buildings and used to develop a system wide program that may be expanded across the district.

2.0 Statement of Objectives

2.1 General Project Objectives/Goals

The energy efficiency plan and implementation services partner will support the following areas, including, but not limited to:

A. Building Energy and Infrastructure Management – programs, projects, and initiatives oriented towards reducing and managing District’s energy consumption, maintaining state of good repair, and improving student and staff health and comfort within existing and future district buildings.

- Leading the development and implementation of portfolio-level building management systems, equipment upgrade and a retro-commissioning and repair program;
- Developing and implementing life-cycle management programs that enable district staff to proactively operate and maintain building systems.
- Modeling and analyzing District’s energy consumption, rates, costs, and pricing exposure;

B. Climate Adaptation and Resilience – programs, projects, and initiatives oriented towards increasing the resiliency of the District’s facilities and services and initiatives enabling the District’s to reduce GHG emissions.

- Designing and implementing on-site renewable energy generation, solar, battery storage, and microgrid solutions.
- Develop adaptation projects through, design, engineering, site assessment, piloting, implementation, monitoring, and evaluation.
- Electric Vehicle options – programs, projects, and initiatives oriented towards reducing emissions and managing costs related to vehicle fuel.

3.0 Proposal Submittal and Selection Process

3.1 Minimum Qualifications

Accredited by the National Association of Energy Services Companies (“NAESCO”) and is included on the U.S. Department of Energy’s (“DOE”) Qualified List of Energy Service Companies.

No pending or recent litigation in the past fifteen (15) years associated with the savings performance and/or measurement and verification of a guaranteed energy savings project. Certification to this effect signed by an officer of the firm.

Proven experience delivering similar-sized projects, delivering multi-phased projects, and implementing Deep Energy Retrofits:

- Must show at least two completed projects with individual contract values of at least Twenty-Five Million Dollars (\$25,000,000) that included guaranteed energy savings.
- Must show at least two projects in which the respondent has been awarded three or more phases of work that included guaranteed savings with the same customer.
- Must show at least two projects that reduced facility energy consumption by more than 40%.

Minimum of Twenty-Five Million Dollars (\$25,000,000) of single project bonding capacity.

3.2 Submittal Instructions

3.2.1 All submittals shall become the property of the District and will not be returned.

3.2.2 Late submittals shall not be evaluated.

3.2.3 District reserves the right to reject any or all proposals on the basis of being unresponsive to these guidelines or for failure to disclose requested information.

3.2.4 District shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.

3.2.5 Communications Regarding this RFP: Questions and requests for clarification on this Request for Proposals must be submitted in writing following the instructions posted in the Notice. No verbal inquiries will be addressed.

3.3 Submittal Format

- 3.3.1 Prepare responses to items in Section 6.0.
- 3.3.2 PDF Files: Present the response in single and searchable PDF files. Security protection may be enabled. Ensure printing is enabled.
- 3.3.3 Please limit proposals to no more than twenty (20) individual pages (ten (10) double-sided sheets). Table of contents, and dividers are not included in the page count, all other pages/materials will be included in the page count. Material must be in 8-1/2 x 11- inch format, font size 11 point or larger.

3.4 Submittal Schedule

The following schedule has been established for this Request for Proposals. Note that this schedule may be subject to change.

Task	Date/Time
RFP Issued	10/8/2024
RFP Closed/Written Inquires Due	10/22/2024
Response to Inquiries	10/24/2024
Proposal Submission	10/30/2024
Notice of Intent to Award	TBD
Investment Grade Audit Contract	TBD
Energy and Infrastructure Contract	TBD

3.5 Selection Process

Review of Written Proposals

Proposals must be prepared as described in Section 6. District may contact references to inquire about Firm performance and assess the Firm's ability to supply services that meet the District's needs based on a demonstrated record of performance. After reviewing proposals, the District intends to select a single Firm without interviews, but the District reserves the right to elect to interview up to 3 Firms.

Significant evaluation factors that the District expects to consider in reviewing the responses and their relative importance are as follows:

The Firm's Project History and Technical Approach will be evaluated in relation to the MCPSS facility characteristics and project objectives to:

- (a) conduct an investment grade audit that provides meaningful information to assess viable energy and water conservation measures and establish baselines and project savings;
- (b) design and construct operational improvements similar to those desired by District to achieve deep energy savings;
- (c) provide sustained savings and performance as reported through annual measurement and verification reports; and
- (d) achieve exceptional results as evidenced by major industry awards or third-party recognition received by the firm's past projects.

Technical risk will be assessed to determine the degree to which the Firm's experience, technical qualifications, and qualifications to perform an IGA demonstrate the potential to satisfy the District's objectives for successful performance without the need for increased oversight.

The Firm's Management Approach including project management capabilities and personnel qualifications will be evaluated as related to our facility characteristics and project objectives to:

- (a) manage the design, construction, and continued performance of ECMs in an efficient and cost effective manner;
- (b) management style and capacity for resources as demonstrated through the organization and key personnel; and
- (c) effectively limit disruptions.

Technical risk will be assessed to determine the degree to which the Firm's management approach may cause disruption of schedules, degradation of performance, or likelihood of unsuccessful contract performance.

The Firm's Financial Soundness and Cost and Pricing will assess the likelihood that the Firm will be able to provide service for the term of the contract and the likelihood that the Firm will be able to provide best value solutions for the District.

Firm technical competencies and experience, management approach, and past performance are of equal importance.

4.0 Scope of Work

4.1 Investment Grade Audit and Project Development

The Investment Grade Audit will identify potential cost-saving measures, determine the cost and savings of each measure, and present a measurement and verification plan to validate future savings of each measure. A project proposal will present a bundle of measures that can be financed through guaranteed savings over the proposed financing term, including a cash-flow table. District will modify the DOE Model Templates for use for this project.

(<https://www.energy.gov/eere/slsc/model-documents-energy-savings-performance-contract-project>)

4.2 Energy and Infrastructure Contract

Through the Energy and Infrastructure Contract, the Firm will proceed to final design, construction, and commissioning of the improvement measures. Following satisfactory completion of the Investment Grade Audit, District will negotiate and develop an Energy Savings Performance Contract with the Firm. The contract will define the final agreed upon list of measures, equipment and labor costs and guaranteed cost savings. It will document equipment specifications and warranties. It establishes the schedule and responsibilities of the Firm and the District. District will modify the DOE Model ESPC Project Templates for use for this project (<https://www.energy.gov/eere/slsc/model-documents-energy-savings-performance-contract-project>)

4.3 Financing Agreement

The District will arrange financing in consultation with its registered municipal financial advisor. The Firm will provide information such as annual savings projections, potential amortization schedules, etc. that the financial advisor can review and use to arrange the financing. The District will enter into a separate financing agreement that will be separately developed including Firm payment schedules and lender financing terms and schedules.

4.4 Firm Services

In addition to the outlined studies and reports, the District intends to implement a design-build program, which will provide sustained efficiencies and energy cost savings. Services may include but are not limited to the analysis, audit, design, construction, installation, and commissioning of the project in accordance with all applicable laws. The provision of post-project including, without limitation, measurement and verification, audit compliance; and provision of ongoing energy management and/or training services the District may wish to pursue. District at its discretion may elect to employ the selected design build energy firm to implement additional energy conservation, sustainability and/or facility improvement measures.

The District expects that the selected firm(s) will work with the project architect(s) and contractor(s) to achieve the practices and standards required by the guiding principles and objectives identified below:

- Long-term cost savings through reduced energy use and related operating cost savings; Based on Total Cost of Ownership; ·
- Compliance with Alabama Code 41-16-140 and all other applicable laws, codes, and regulations; ·
- Annual guarantees for cost savings; ·
- Upgrading old and/or inefficient systems; ·
- Maintaining consistent and reasonable levels of occupant comfort; ·
- Maintaining building functionality and compatibility with existing equipment; ·
- Improving utilization of technology to achieve optimum performance and saving; ·
- Providing additional benefits as a direct result from energy related services and capital improvements, such as reduced maintenance needs, improved indoor air quality, building improvements, and reduced greenhouse gas emissions; ·
- Minimize financial and technical risk to the District; and ·
- Comprehensive funding solutions.

Designs, products, components, construction, and installations must comply with applicable codes, standards, and rating methodologies.

The District intends to select a single firm that best meets the District's needs to perform the services as described in this RFQ/P. The District may assign all or parts of the work described to one or more of the selected firms(s). The criteria on which the District makes its determination will not be limited to the amount of proposed fees but will also be based on ability and experience as described herein. Additionally, the District may contract immediately, or during the project, with a single firm to provide all the services described herein, or the District may

elect to divide the scope of work into phases. District at its discretion may elect to employ the selected design-build energy firm to implement additional energy conservation, sustainability and/or facility improvement measures District-wide or at select campuses.

4.6 Buildings, Facilities and Approach

All facilities owned, managed or operated by the District at any time during the term of the performance contract will be considered for this work. Specific facilities now operated by the District are listed in Section 4.7 the **Facility Overview**. Additional facilities not yet identified that are under the jurisdiction of the District at any time during the term of the contract can be included in the scope of work in a contract amendment.

Work may be conducted in phases where the detailed scope of work can be developed at any time during the term of the contract.

The contract can be amended at any time during the initial contract term to address other buildings or new projects.

District reserves the right to amend or reduce the scope of work, to conduct the work in phases, or to segment work in facilities.

The Firm will identify and implement building improvements to reduce energy and related costs in facilities and will guarantee the performance of these improvements (in a manner consistent with the current version of the DOE Federal Energy Management Program's Measurement & Verification Guidelines), such that annual cost savings can be applied to annual payments for improvements.

4.7 Facility Overview

Mobile County Public School System facilities to be considered and their associated energy consumption are listed on the following pages. Updated information and utility bills will be provided to the selected firm during the Investment Grade Audit phase. The District has the right to expand the building list as part of this project or in future phases.

4.7.1 Facility List

Site	Address	Category	Square footage
Mary G Montgomery	42755 Snow Road, Semmes, AL 36575	Highschool	221061
Semmes Middle School	4566 Ed George Road, Semmes, AL 36575	Middle	158581
Semmes Elementary	10100 Blackwell Nursery Rd. Semmes, AL	Elementary	78790

4.7.2 Summary Information for Energy and Water Consumption

Below is the electrical consumption data for available sites in 2023. All sites have water consumption, and some sites have gas for heating and or kitchen use.

Site	Annual kWh	Annual kW
Mary G Montgomery	3,258,374	13742
Semmes Middle	3,681,386	10313
Semmes Elementary	1,149,002	5306

5.0 Response Template10100

5.1 Cover Letter – 2 Pages

Provide an overview to present your company as it relates to this project.

5.2 Project History – 5 Pages

Provide detailed information on five recent performance contracting projects your firm has completed. Only include projects that have at least one year of documented performance data, are currently in repayment, are currently under contract with your firm, and that can be used as references. Provide the following minimum project information:

- Project Name
- Facility Type and Use
- Project Size - Number of Buildings and Total Square Footage
- Total construction investment (at least two projects greater than \$25MM)
- Project awards/recognition
- Total phases completed with same customer (at least two of the projects must have included three or more phases)
- Relevance to MCPSS
- Types of Measures - if your firm is a manufacturer, identify any equipment that was included in the scope and percentage of the scope that was OEM
- Project Cost - Implementation Price and Financed Amount
- Guaranteed Annual Savings- Energy and Dollars

- Guaranteed Annual Energy Savings Percentage (at least two of the projects must have reduced a facility's total energy consumption by greater than 40%)
- Financing/Funding Source
- Project Schedule - Construction Start and End Dates, Guarantee Period Start and End Dates, Describe if project was completed on schedule or delayed
- M&V Methods
- Project Personnel - List all Firm personnel who are still employed by your firm and may be assigned to this project
- Contact Information - Current phone and email address of the customer's representatives you worked with.
- Energy Performance - Provide the most recent year's estimated, guaranteed, and verified savings

5.3 Company Soundness and Qualifications – 1 Page

- **Bonding Capacity** - Include a letter from an approved surety indicating bonding capacity, which will not be included in page count.
- **Awards and Accreditations** - Describe any relevant awards and accreditations your company has received.
- **Master Contracts** - Describe any master contracts your company has been awarded.
- **Handling of Savings Shortfalls** - Address any savings shortfalls that occurred over the past 10 years and describe how they were resolved.
- **Litigation** - Provide an explanation of any ongoing or past litigation related to energy savings performance contracts in the last 15 years. Provide certification from an Officer at your firm regarding the presence or absence of any such litigation.

5.4 Technical Approach - 6 Pages

- **Investment Grade Audit** - Briefly summarize your overall approach to auditing.
- **Program Specific Approach** – Provide a summary of your approach to revitalization and sustainability specific to MCPSS.
- **Measurement and Verification** - Briefly summarize your overall approach to Measurement and Verification.
- **Commissioning** - Briefly summarize your overall approach to commissioning.

5.5 Management Approach for this Project

Project Management and Coordination – 4 Pages

- **Organizational Structure**

Show the organization chart for the core energy team assigned to this project. Outline roles and responsibilities and show clear lines of communication. Describe responsible parties involved from auditing to construction phase, construction to follow-up monitoring phase, etc.

- **In-House vs. Subcontractors**

Describe the types of services that your company offers in-house and the services to be offered through subcontractors. Also comment on your ability to competitively select subcontractors.

- **Construction Management**

Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.

- **District Involvement**

Describe how you engage the District in decision-making regarding project scope, equipment specifications, ongoing operational and maintenance strategies, and how you incorporate the District's needs.

- **Ongoing Support**

Describe how you support the project for the life of the contract.

5.6 Cost And Financial Approach – 2 Pages

- **Equipment/Labor Cost Competition**

Describe your company's process to solicit bids on equipment/labor or to ensure price/cost competition and the best value for the District.

- **Financing Options**

Describe the common financing options available to the District and how your firm can collaborate with District staff as financing is established.

- **Best Value**

Briefly describe how your approach pricing and financing delivers best value for the investment. Describe any utility rebates or other financial incentives or grants you can potentially provide and/or facilitate.

ATTACHMENT A: SPECIAL CONTRACT TERMS AND CONDITIONS

OVERVIEW

This section includes some key contract clauses and is provided here to reinforce their importance. Ensure that these clauses match the language in the contracts.

Contract Documents: The **Investment Grade Audit & Project Development Contract** and the **Model Energy Savings Performance Contract** (<https://www.energy.gov/eere/slsc/model-documents-energy-savings-performance-contract-project>) will be used.

Payment for Audit: As given in the **Investment Grade Audit & Project Development Contract** (<https://www.energy.gov/eere/slsc/model-documents-energy-savings-performance-contract-project>)

Basis and Maximum Amount: Except as provided for in Subsections below, within 120 days after District's acceptance of the final **Investment Grade Audit and Project Development Contract**, District shall pay to Firm a sum not to exceed \$0.15 per square foot of audited square-footage. District shall only pay for square-footage actually audited. Areas deemed by Firm not to be audited will not be charged to District.

Payment through Contract: District shall have no payment obligations under this contract provided that Firm and District execute an Energy Contract within 120 days, after issuance of the Notice of Acceptance of the final Investment Grade Audit and Project Development Contract, but the fee indicated above shall be incorporated into Firm's project costs in the Energy Contract and paid through the Energy Contract funding mechanisms.

Project With Insufficient Savings: District shall have no payment obligations under this Contract in the event that Firm's final Investment Grade Audit and Project Development Contract does not contain a package of energy and water saving measures which, if implemented and as meeting terms of Scope of Work, will provide the District with expected cash savings sufficient to fund District's payments of all costs and fees associated with the Energy Performance Contract, including 1) the fee associated with the Investment Grade Audit, 2) all monthly payments on a lease purchase agreement to finance the measures, 3) any annual fees for monitoring and maintenance incurred by the Firm. Should the Firm determine at any time during the Investment Grade Audit that savings cannot be attained to meet these terms, the Investment Grade Audit will be terminated by written notice by the Firm to District. In this event this Contract shall be cancelled and District shall have no obligation to pay, in whole or in part, the amount specified in this section.

Funding sources to support annual payment:

The following payment sources will be considered in the audit:

- Annual energy cost savings
- Annual water and other utility cost savings
- Material/commodity savings, only in years when savings are achieved, including avoided costs such as lamp and ballast replacements, scheduled replacement of parts, etc. Note: This category is often recommended to help increase the scope of work through added sources of funds; thorough documentation and review is critical to ensure these anticipated savings are verifiable.
- Maintenance, repair and annual subcontract costs

Equity cash outlay:

- At option of District, an equity cash outlay, pending funding approval, may be used to supplement savings

Maintenance and operation cost savings: Savings will be limited to those that can be thoroughly documented and approved. Such savings must only be attributed to the cash flow in years when savings will actually occur.

Contract Term: The contract term is up to 20 years provided the average lifetime of the equipment exceeds the contract term. The ASHRAE Book of Standards will be used in determining the average useful life of the equipment.

Annual Savings Exceed Annual Costs: Annual savings shall exceed annual payments each and every year while the performance guarantee is in effect. This means that excess savings in other years and interim savings during the construction period will not be allocated to meet shortfalls in any year. Annual payments include debt service, Firm fees, maintenance services, monitoring services, and other services.

Annual Guaranteed Cost Savings: An annual contractual guarantee will be provided for the first three years of the contract, however, the guarantee shall be made available as a continued option for each subsequent year of the contract term. The District can cancel the guarantee at any time after the required period. The guarantee must provide for the sum of identified cost savings to equal or exceed the amount of the annual payment, where annual payment equals lease plus monitoring & verification fee plus required service, each and every year while the guarantee is in effect.

Contingency: Any unused contingency cost will not be retained by the Firm and will be applied to the project.

Equipment Compatibility or Standardization: All equipment installed that is comparable to similar equipment at the facilities, shall offer compatibility with existing

systems, and/or be of the same manufacturer for standardization of equipment District-wide, unless accepted by District.

Annual Appropriations: Annual payment is subject to annual appropriations.

Inflation and Escalation Rates: Any inflation rates will be pre-approved by District.

Energy Escalation Rates: Where the annual lease-purchase payments are set-up to escalate each year in anticipation of annually escalating energy cost savings, a calculator will be used to determine the maximum value as developed by the US Department of Energy for energy saving performance contracts in its Federal Energy Management Program. The tool is on-line at:

<http://www.eere.energy.gov/femp/techassist/softwaretools/softwaretools.html> (EERC).

Monitoring and Verification Plan: A monitoring and verification plan will be developed per guidelines in the energy performance contract.

QUESTIONS:

Questions must be submitted by email to Russell Hudson at rhudson@mcpss.com and Julie Morgan at jdmorgan@mcpss.com by the cut-off date of Friday, October 18, 2024 at 3:00 PM CST.

Mobile County School Board Accounts Payable Department

What is a Virtual Credit Card?

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

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

How Does Virtual Credit Card Work?

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

What are the Benefits to using the VISA Virtual Card?

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

How do I Participate in the VISA Virtual Card Program?

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

AOC/Regions Bank

VISA Virtual Card Vendor Enrollment Data Elements

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

Vendor please provide and complete below:

Vendor Name

Vendor Address

Vendor A/R Contact Name

Vendor A/R Email Address

Vendor A/R Phone Number

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

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

Vendor Information

Name: _____

Address: _____
Street Address *Suite/Unit #*

_____ *City* *State* *ZIP Code*

Phone: () _____ Alternate Phone: () _____

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

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

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

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

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

Employee Signature

Date

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

RFP NO#: 24-51

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

VENDOR NAME: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: ___ YES ___ NO

IS THE COMPANY OWNED BY: ___ MALE ___ FEMALE ___ BOTH

IS THE COMPANY INCORPORATED ___ YES ___ NO

ETHNICITY OF OWNERSHIP:

- ___ ASIAN AMERICAN
- ___ AMERICAN INDIAN
- ___ BLACK
- ___ DISABLED
- ___ HISPANIC
- ___ OTHER (*PLEASE SPECIFY*): _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Organization Name

PR/Award Number of Project Name

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

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

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

VENDOR DISCLOSURE STATEMENT

Information and Instructions

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

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

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

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

Definitions as Provided in Act 2001-955

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

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

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

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

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

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

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

Instructions

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

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



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

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

- Yes
 No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

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

- Yes
 No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

OVER

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 7: Agriculture

PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement.

(d) Buy American—

(1) Definition of domestic commodity or product. In this paragraph (d), the term ‘domestic commodity or product’ means—

- (i) An agricultural commodity that is produced in the United States; and
- (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

(i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii) Limitations. Paragraph (d)(2)(i) of this section shall apply only to—

- (A) A school food authority located in the contiguous United States; and
- (B) A purchase of domestic commodity or product for the school lunch program under this part.

(f) Cost reimbursable contracts—

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

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

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

(g) Geographic preference.

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

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

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, audiotope, 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.

CRIMINAL BACKGROUND CHECKS

Criminal Background Checks. By submitting a bid, BIDDER agrees that the BIDDER and each officer, director, employee, servant, agent, and subcontractor of the BIDDER, and any other individual who will provide services involving access to and/or communication with students on the BIDDER's behalf, will fully cooperate with the BOARD in complying with all laws and regulations regarding criminal background checks. This cooperation will include, but will not be limited to, giving written consent to obtain criminal history background information checks and providing fingerprints for each individual who will have access to students to either agents of the BOARD or to another entity as directed by the BOARD and authorized by Alabama law. All individuals must pass the required criminal background check prior to having access to and/or communication with students. As of this date, criminal background checks are being handled through the BOARD's human resources department and processed by the State Board of Education. A copy of the fingerprinting process overview is attached hereto. **Once the background check has been completed successfully, the Board's human resources department will issue an identification badge. This badge is to be worn visibly at all times while on school board property. The cost of this badge is \$5.00, and the cost is the responsibility of the vendor.**

Prior to beginning work for the BOARD, the BIDDER, or a representative thereof with similar managerial authority, shall submit an Affidavit under oath to the BOARD, in a form satisfactory to the BOARD, stating that the BIDDER has satisfied the above requirements concerning fingerprint-based criminal background checks and will continue to do so. The BIDDER acknowledges that these requirements set forth a continuing obligation on the part of the BIDDER to assure that all persons having access to and/or communication with students will have passed the required background checks.

In the event any of the above referenced individuals are found to be unsuitable by the State Board of Education, all challenges allowed by law, administrative and through litigation, are expressly waived by the BIDDER on BIDDER's own behalf and on behalf of the individual, and such individual is precluded from providing any services to BOARD. If a replacement individual satisfactory to BOARD is not provided by the BIDDER within five (5) days, the BOARD may terminate the contract in accordance with its termination provisions.

Nothing contained herein shall be construed as establishing an agency relationship between the BIDDER and the BOARD nor shall anything contained herein be construed as an assertion of control, or reserved right of control over the activities of the BIDDER or the agents or employees of the BIDDER.

ALABAMA STATE DEPARTMENT OF EDUCATION BACKGROUND AND FINGERPRINT INSTRUCTIONS

Fingerprints and background checks, follow the links below to create an account and register:

Below are the updated links for fingerprinting, as well as tutorials ALSDE made to help navigate the fingerprint process.

Step 1: Create an AIM

Account: <https://content.myconnectsuite.com/api/documents/71ce52e65b444567a742cc3425f2f972>

Creating an AIM account Video Tutorial: <https://youtu.be/OGliSwfnWrM>

Step 2: Registration and

Fingerprinting: <https://content.myconnectsuite.com/api/documents/f53013a630844fbb8178e1e8ce8365e8>

Registering with Fieldprint Video Tutorial: <https://youtu.be/XviAd6avZH0>

Any questions you may have regarding registering and fingerprinting please contact:

Claudia Baker @ cbaker@mcpss.com or
Bryan Ashmore @ bashmore@mcpss.com
(251) 221-4500