



Mobile County PUBLIC SCHOOLS

1 Magnum Pass | Mobile, Alabama 36618 | 251-221-4000 | www.mcpss.com

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SUPERINTENDENT Chresal D. Threadgill

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

PQ No. 23-30
BUYER: JULIE MORGAN

September 25, 2023

REQUEST FOR QUOTE
GAS BOILER AND INSTALLATION
HOWARD ELEMENTARY SCHOOL

Please know that the Mobile County Public School System would appreciate your quote for the furnishing and installation of a gas boiler at Howard Elementary School.

Your **sealed quote** must be submitted to the Purchasing Department, Mobile County Public Schools, 1 Magnum Pass, Mobile, AL 36618 **no later than Monday, October 9, 2023 @ 10:00 A.M.**

A mandatory pre-bid meeting will be held at Howard Elementary School, 957 Dr. Martin Luther King, Jr Avenue, Mobile, AL 36603. The pre-bid meeting will be on Monday, October 2, 2023 @ 9:00 A.M. All vendors are to meet in the front office.

All bids are to be submitted in a sealed envelope and the outside of the envelope must be clearly identified with the Bid Description, Bid Number, Date and Time of Opening. This will ensure the bid proposal will be processed in a timely manner. The Purchasing Department will not be responsible for any bids that are not clearly identified as indicated above.

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.

Should you have any questions, please contact Julie Morgan @ (251) 221-4473.

Sincerely,

Russell Hudson
Purchasing Director

RH/jdm

NEW BUILDING ENTRANCE

FOR

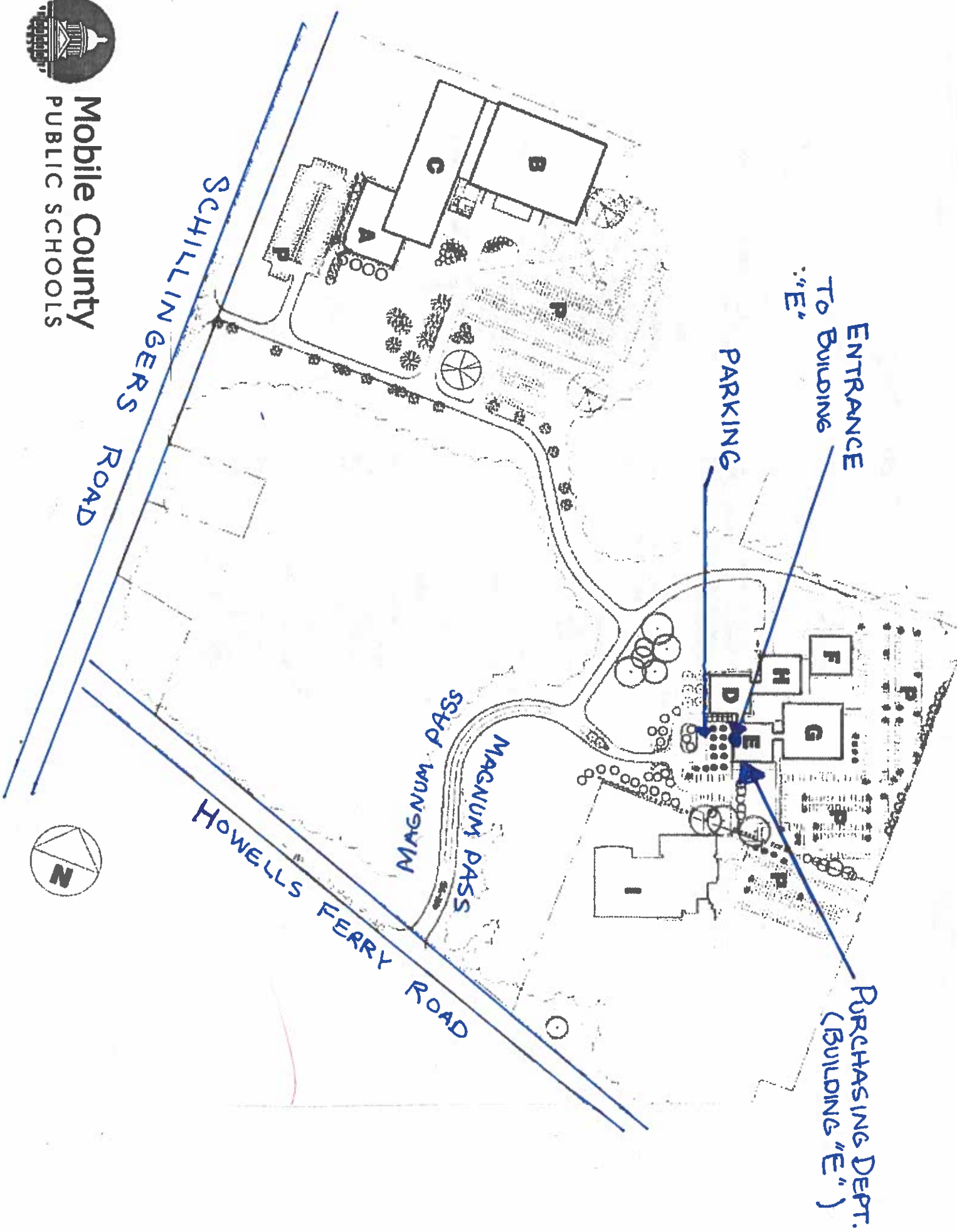
“PURCHASING DEPARTMENT”

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



ENTRANCE
TO BUILDING
"E"

PARKING

PURCHASING DEPT.
(BUILDING "E")

SCHILLINGERS ROAD

HOWELLS FERRY ROAD

MAGNUM PASS



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
 Payroll Office
 TV Studio

4543
 4449
 3118

H Building H

Technology Building

Information Technology Services
 Instructional Technology
 Office of Communications

4525
 4210
 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 P

Public and Employee

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

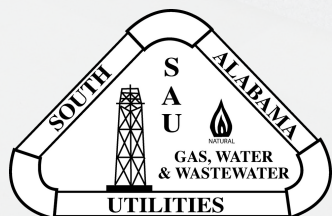
Home Run

\$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.

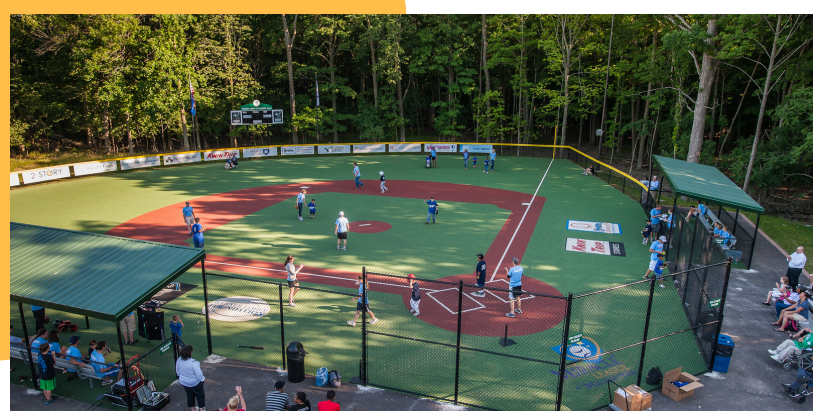
The Miracle League baseball field will feature a synthetic rubberized turf that accommodates wheelchairs and other assistive devices while helping to prevent injuries. The field will have double-wide lanes, allowing the players more space as they round the bases. The park will also include a regular 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!



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.

**SPECIFICATIONS
GAS BOILER REPLACEMENT & INSTALLATION
HOWARD ELEMENTARY SCHOOL**

The contractor shall submit a lump sum bid price for the furnishing of all labor, materials, tools and equipment to successfully complete the following installation.

Bidders are responsible for attending the mandatory pre-bid meeting on Monday, October 2, 2023 at 9:00 am at the school.

Scope of Work:

Boiler: Viessmann MODEL #CA3-3500; 3.5 MIL BTU; or approved equal. Qty: 1

1. All materials, equipment and labor to be furnished by the successful bidder.
2. Successful bidder must keep all areas clean of debris and hazards as a result of this bid.
3. The completion time for this project will be discussed at the mandatory pre-bid.
4. All work coordinated with Zone Manager, Darius Evans.
5. The contractor shall indemnify, save and hold harmless; the district from alleged or omissions while performing the work under this contract.
6. All labor shall have a (1) year warranty; parts shall carry the manufacturer's warranty.

VENDOR INSURANCE REQUIREMENTS

The vendor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required by law and under the terms of the bid specifications. The vendor shall procure, prior to bid award and maintain for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the vendor, his agents, representatives, employees, or sub-contractors. Failure to provide insurance requirements as specified in "Instructions to Bidders" and Bid Specifications may be considered as being non-responsive to bid. Vendor shall submit to the Mobile County Public Schools, their Certificate of Insurance **five days prior to award or earlier.**

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after approval from the Procurement Director.

Commercial General Liability:

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness, disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000 General Aggregate Limit
\$1,000,000 Products - Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence
\$1,000,000 Fire Damage (when applicable)

2. Automobile Liability:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers' Compensation:

As Required by the State of Alabama Statute

4. Employers Liability:

\$100,000 Bodily Injury by Accident or Disease
\$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The Purchasing Director is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Mobile County Schools' best interest. If the insurance requirements are not adjusted by the Purchasing Director prior to the Mobile County Schools' release of bid specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverage Only:

- a. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.

2. All Coverage:

- a. Vendors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Mobile County Schools. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Mobile County Schools.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than B+V.

E. VERIFICATION OF COVERAGE:

The Mobile County Schools shall be indicated as a Certificate Holder and the vendor shall furnish the Mobile County Schools with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be received and approved by the Mobile County Schools before contract is awarded. The Mobile County Schools reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Organization Name

PR/Award Number of Project Name

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

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

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

VENDOR DISCLOSURE STATEMENT

Information and Instructions

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

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

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

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

Definitions as Provided in Act 2001-955

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

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

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

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

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

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

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

Instructions

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

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



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

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

- Yes
 No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

- Yes
 No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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

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

Step 1: Create an AIM Account:

<https://content.myconnectsuite.com/api/documents/298cb74affaa417cb3879ad41297a920>

Step 2: Registration and Fingerprinting:

<https://content.myconnectsuite.com/api/documents/37dcc4aa516e402389ee5c2b3b3f8b85>

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

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

PRICE QUOTE #: 23-30

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: _____