Mobile County
PUBLIC SCHOOLS

Reginald A. Crenshaw, Ph.D., President, District 3
Sherry Dillihay-McDade, Vice President, District 4
Lonnie Parsons, District 1
Don Stringfellow, District 2
Johnny Hatcher, District 5

1 Magnum Pass, P.O. Box 180069, Mobile, Alabama 36618 Superintendent Chresal D. Threadgill

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

Bid No. 25-58 September 3, 2025
BUYER: CYNTHIA MARTIN

INVITATION TO BID
CAFETERIA EQUIPMENT PARTS AND LABOR
AS NEEDED UNTIL NOVEMBER 28, 2026

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 **Thursday, September 25, 2025 @ 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 Name(Typed or Printed)
Mobile County Public Schools

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

LET'S LOAD THE BASES!

Miracle League of West Mobile: Schmidt Family Park

THE MIRACLE LEAGUE

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

SOUTH ALABAMA SAU GAS, WATER & WASTEWATER UTILITIES

MOBILE COUNTY ALABAMA ESTABLISHED 1812

Mobile County PUBLIC SCHOOLS

MIRACLE LEAGUE OF WEST MOBILE: SCHMIDT FAMILY PARK

MCPSS.COM/MIRACLELEAGUE

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

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

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

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

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

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

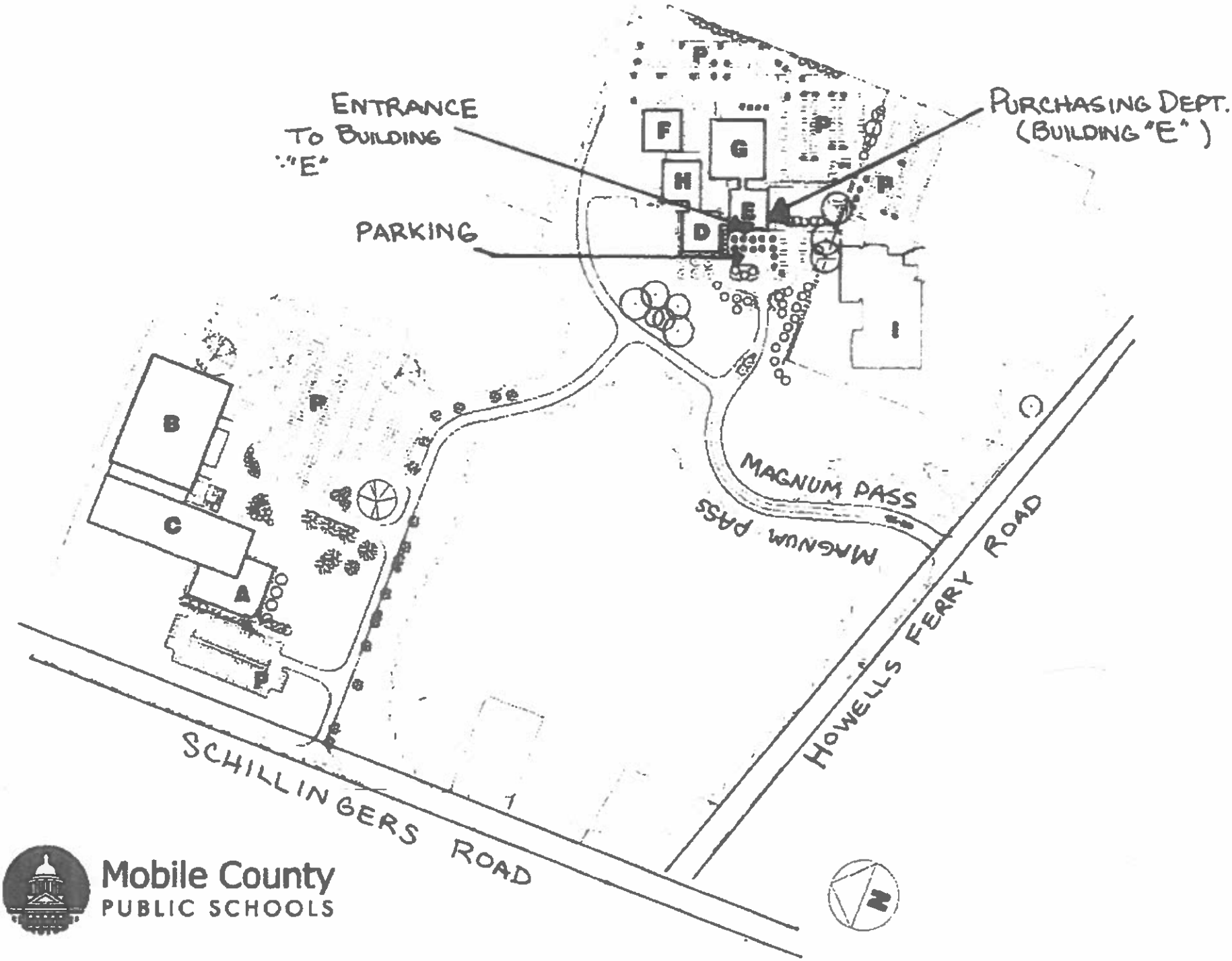
NEW BUILDING ENTRANCE

FOR

"PURCHASING DEPARTMENT"

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

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



Mobile County
PUBLIC SCHOOLS

Directory

A — Building A

Student Services Building

Student Services	4245
Health Services	4252
Microcomputer Services	5142
STI Office/Classroom Software Support	6201 [illegible]
Hardware Support	6223
Network Support	6222

B — Building B

Professional Development.	.5200
Central Receiving/Distribution	.5115
Textbooks	5106
JROTC	.5100
Print Shop.	5273
Archives.	4858
Make & Take	.5223
Mail Services	.6400

C — Building C

Environmental Services	4700

D — Building D

Executive Building

Office of the Superintendent.	.4384
Chief Financial Officer	.4434
Comptroller	4454
Budget Office.	4506
Child Nutrition Program	4374

E — Building E

Business Building

Security Office.	4108
Purchasing.	4473
Accounting	4445
Accounts Payable	4436
Local School Accounting	4427

F — Building F

Facilities Office.	.4822

G — Building G

Human Resources Office.	.4543
Payroll Office.	.4449
TV Studio.	.3119

H — Building H

Technology Building

Information Technology Services	.4583
Instructional Technology	.8210
Office of Communications.	6622

I — Building I

Academic Affairs Building

Board Offices & Board Meeting Room.	.4357
Academic Affairs.	.4159
Curriculum & Instruction.	.4141
Federal Programs	.5220
Special Education	.4220
Career/Technical Education.	.4019

Public Board Meetings

P — Parking - Public and Employee

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

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

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

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.

MINIMUM SPECIFICATIONS
CNP EQUIPMENT PARTS & LABOR
MAINTENANCE DEPT.

I Intent of Bid

A. The intent of this bid is to establish a contract between the Board and bidder(s) for the supply of CNP equipment, parts and labor as described on an "as needed" basis.

II Qualifications of Bidders

A. **Bidder must be the manufacturers authorized sales/service dealer for each manufacturer category/manufacturer items quoted.** Bids will be accepted only from firms engaged on a full-time basis in the cafeteria equipment/parts business. Due to maintenance personnel having to make planned/unplanned purchases from this bid for all categories/items listed on a daily basis, the successful bidder must maintain a sales/service and distribution warehouse in Mobile County, Alabama.

B. Bidder must have adequate facility, inventory and personnel to handle this contract at the bidders' place of business.

III Materials Bid

A. All products quoted shall be new, packed in manufacturers' original containers, and shall meet or exceed the specific specifications shown. Re-built or reconditioned equipment/parts will not be considered. **All parts must be OEM, no after-market parts will be considered.**

B. Successful bidder must guarantee all items to be free from defects in materials and workmanship. Bidder agrees to replace or repair defective products which fail under normal use and service upon request.

IV Delivery and Method of Award

A. The bid will be awarded on an individual item basis, lump sum basis or whichever means is in the best interest of the district. All items shall be quoted F.O.B. Maintenance Department, 2173 Dauphin Island Parkway, Mobile, AL 36605, Various School Sites within Mobile County, or for pick-up at bidder's warehouse at the Board's option.

B. Successful bidders will be allowed a maximum of seven (7) days to deliver non-stock items. Repeated failure to deliver within this period of time will be cause to void bid award, declare bidder as irresponsible, and remove bidder from bid list for a minimum of one (1) year.
If overnight shipping or express shipping is required by Mobile County Public School System, the additional shipping charge will be added to the bid/invoice price. The additional shipping charge price must be listed as an additional line-item charge. The shipping charge price will be agreed upon between Mobile County Public School System and the awarded vendor(s) prior to placing the order.

C. The awarded bidder(s) will be responsible for keeping and providing a usage/history to MCPSS for all equipment parts purchased from the award of this bid.

D. As part of the evaluation process, MCPSS has selected from each manufacturer several parts that are purchased most often, along with some of the costliest parts, and by using the discounts provided by each vendor, the overall low bidder(s) will be determined. After evaluating, if it is in the best interest of the Board, a primary and secondary vendor method may be used. The Evaluation Worksheets are part of the bid package and must be completely filled out and submitted with your bid.

E. Mobile County Public School System reserves the right to negotiate pricing for large quantity purchases resulting from this bid and/or a separate bid, if required.

V Period of Bid

A. The Board, will contract with the successful bidder for a one-year period from the date of Board approval. Annual renewal of any contract award will be made up to a maximum period of two years at the Boards sole option. Vendor performance will be a primary factor in renewal recommendations.

VI Proposal Form

A. **Proposal form shall be filled out in full. Failure to provide all information requested in the forms provided may be cause for rejection of bid.**

B. Bids are to be based on an approved manufacturer's current price schedule for each brand. Bidders shall indicate the manufacturer whose product he proposes to supply and a percentage discount which may be taken from the price list for all parts.

C. **Each bidder must submit with their proposal the following**:

1. **One (1) parts catalog or website address for all manufacturers represented in the bid response. Percentage discount must remain firm for the period of the bid.**

2. **One (1) current price schedule upon which the bid is based for each category, as required.**

3. **Submit three (3) references of similar work. List the contact person's name, address, email address and phone number**.

VII Price Escalation Clause

A. During the period of this bid, the Board will allow price increases upon receipt of **updated** manufacturer price schedules as applicable. Updates **must be submitted** to the **Purchasing Department** for approval. The base price used at the time of bidding must remain firm for at least one (1) year from date of acceptance.

VIII Terms of Payment

A. While it is the intent of the Board of School Commissioners to pay all bills within thirty (30) days, there may be times when this strict requirement cannot be adhered to, as payment is normally processed approximately thirty (30) days from final approvals of receipts and verified invoices. Should a contestment result regarding quality, terms, etc., thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices and/or certified copies of an original, should **a copy be** the only thing available. If a copy is used, certification must state "true, correct, and unpaid original invoice", and signed by an official of the company.

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

C. The above stated terms of payment are the only terms which the Board will consider. Any bid submitted which does not comply with our stated terms will not be considered for award.

IX Insurance:

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

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

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

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

X Indemnification:

The Contractor further agrees to indemnify and hold harmless, the Board, from all liability, loss, cost, damage, expenses or other obligations, including reasonable attorney's fees which may result from injury to or death of the Contractor's employees, agents and servants arising out of Contractor's obligations contained herein. The Contractor further agrees to indemnify and hold harmless, the Board, of from all fines, suites, claims, demands or actions of any kind or nature, by reason of the Contractor's actions associated with this agreement.

XI School Safety and Security:

It shall be the responsibility of the Contractor to ascertain the District Branch or Office, under whose direction the service shall be performed. The rules and regulations pertaining to safe driving on school grounds, particularly when students and children are present must be adhered to. The Contractor's drivers shall exercise extreme caution at all times. Drivers entering school premises when school is not in session shall lock any gate or door to which they have access both when entering and/or leaving the grounds.

Policy for Vehicles on School Grounds during the School Day:

A. Avoid driving in the school playground area at any time if it is practical to park on the street or in another area to make deliveries.

B. Do not drive in playground areas in which children are playing.

C. Do not, under any circumstances, back trucks during the school day across any school property where children might be present unless assisted by an adult flagman.

Be especially cautious at all times when driving anywhere near school buildings where students may suddenly and unexpectedly run out.

D. The Administrator of this contract may require the Contractor to immediately remove from any District site any employee whom the Administrator or on-site school personnel deem to be incompetent, careless, or otherwise objectionable.

E. The Contractor, including without limitation its laborers and employees, shall not fraternize or otherwise communicate with students except in cases of safety and like necessities.

F. The Contractor shall not allow any laborer or employee to wear objectionable clothing or caps with other than company logo, objectionable clothing will be determined by the District's on-site personnel, or use profanity in any manner while on District property.

G. The Contractor shall ensure that its laborers and employees fully comply with all District policies and regulations. Examples include:
Each person representing a group of workers must report in at the school's main office upon arrival at the work site.
Each person shall maintain professional workmanlike attire.
No person shall use tobacco, or possess alcohol or any illegal or dangerous substance, firearms or deadly weapons on District property.
No person shall possess any weapon of any kind as defined in District policy, including without limitation a pocket knife, that is not directly used as a tool for work in progress.

H. Removal of a specific person from District property as a result of any condition mentioned above will not relieve the Contractor from obligations for timely performance of the work and will not be considered grounds for a request for additional funds.

I. Personnel of the contractor shall observe all regulations of the district. Failure to do so may be grounds for fair dismissal.

XII Questions

A. If you have any questions regarding this bid, please contact Cynthia Martin by e-mail at cpmartin@mcpss.com. The deadline to submit questions is five (5) days prior to the bid opening date.

XIII Categories and Brands of Equipment:

All parts are to be OEM. No after-market parts will be considered.
The successful bidder must maintain adequate OEM replacement parts.
Technicians shall be qualified and experienced (minimum of 5 years) in maintenance and repair of cafeteria equipment. A listing of all certified technicians with their years of experience and a copy of their certifications are to be included with the bid.
All parts shall carry the manufacturer's warranty of 90 days.

Below are categories and brands that are in use throughout the school system but are not limited to just these brands.

PART I – EQUIPMENT PARTS

1. Range, Two (2) Eye Burners – Brands: Garland, Southbend, US Range.

2. Double Stack Convection Ovens – Brands: Hobart, Blodgett, Garland, Vulcan.

3. Steamers – Brands: Cleveland, Groen.

4. Table Top Steamers – Brand: AccuTemp.

5. Tilting Braising Pan – Brands: Cleveland, Vulcan, Groen.

6. Food Cutters – Brands: Hobart, Berkel.

7. Food Processors – Brands: Hobart, Berkel, Dito Dean, Robot Coupe.

8. Slicers – Brands: Hobart, Berkel, Globe.

9. Mixers (60 qt.) – Brands: Hobart, Blakeslee.

10. Mixers (20 qt.) – Brand: Hobart.

11. Disposers – Brands: Hobart, Insinger, Salvajor.

12. Milk Coolers – Brands: Mod-U-Serv, Bev Air, Traulsen, Continental.

13. Dishmachines – Brands: Hobart, Jackson, Champion, Blakeslee.

14. Dishmachine Booster Heaters Final Rinse (Electric) – Brands: Hatco, Rheem.

15. Dishmachine Booster Heaters Final Rinse (Gas) – Brand: Hatco.

16. Reach-In Hot Boxes – Brands: Delfield, Traulsen, McCall, True, Hobart, Metro.

17. Ice Machines/Dispensers – Brands: Manitowoc-Koolaire-Servend, Ice O Matic, Scotsman, Hoshizaki.

18. Reach-In Refrigerators – Brands: Delfield, Traulsen, McCall, True, Continental, Hobart.

19. Reach-In Freezers – Brands: Delfield, Traulsen, McCall, True, Continental, Hobart.

20. Can Openers Table Top or Electric – Brand: Edlund.

21. Mini Rotating Rack Convection Oven (Gas) – Brand: Baxter.

22. Drop-In Wells (serving lines) – Brands: APW, Wells Warmers, Alto Sham.

23. Gas Hoses – Brand: Dormont.

24. Blenders – Brands: Waring, Vita Mix.

PART II – REACH-IN REFRIGERATORS, REACH-IN FREEZERS, MILK COOLERS AND ICE MACHINES
This category is for the refrigeration equipment only. These parts will include compressors, coils, dryers, etc., but not to be limited to these stated items.

PART III – LABOR RATES

1. All bidders are to quote an hourly rate to repair equipment on-site at school cafeterias/local service department.
2. The quoted price must include travel charges; no separate travel charges will be allowed.
3. **All labor shall have a minimum of 90 days warranty; parts shall carry the manufacturer's warranty of 90 days.**
4. Response Time: The successful bidder must respond to a service call within a four (4) hour window.

Example of labor rates and part prices billing during the awarded period of this bid:

Example:

1. If MCPSS called the awarded vendor out to service a piece of equipment and it was determined that a part would be required, the discount listed on their bid would not apply to this part because the vendor was acting on a service call and supplying the labor as well.

2. If MCPSS brought a piece of equipment into the awarded vendors service location and it was determined that a part would be required, the discount listed on their bid would not apply to this part because the vendor was providing the labor as well.

Answer:
Mobile County Public School System expects to pay the same price for the part using the discount as listed on the awarded bid no matter if the part is picked up by MCPSS, or if the awarded vendor installs the part.

NOTE: All service calls will be initiated by the CNP Maintenance Department, not by the schools or cafeteria managers.

Draft Opt. 2

MOBILE COUNTY PUBLIC SCHOOLS
2025-2026 SCHOOL YEAR CALENDAR

175-Students
187-Teachers

3-Independence Day
(System wide Holiday)
4-Independence Day

July 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1-New Year's Day (System Wide Holiday)
2- Students and Teachers Holiday
5-Teacher Work Day
6-3rd QTR. Begins/ Students Back
19-MLK Jr. Day (System wide Holiday)
S-18/ T-19 Days

4-Teacher Work Day
5-7-Professional Development
8-.5 Adm/.5 Teacher Work Day

11-School Start / 1st Qtr Begins
Students Days-15
Teachers Days-20

August 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

16-18-Presidents' Day/ Fat Tueday
19-20 Professional Development/
No Students
S-15/T-17 Days

1-Labor Day
(System wide Holiday)
22-Distance Learning Day

Students 21 Days
Teachers 21 Days

SEPTEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MARCH 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13-Distance Learning Day
13-End of 3rd Qtr (43 Days)
16-Teacher Work Day
17-4th Qtr Begins
S-21/ T-22 Days

10 -End of 1st Qtr (44 DAYS)
10- Distance Learning Day

13-2nd Qtr Begin
Students Days-23
Teachers Days-23

OCTOBER 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

13-17- Spring Break
S-17/T-17 Days

10-Distance Learning
11-Veterans Day
(System wide Holiday)
24-28 Thanksgiving Break
(School Holiday)

Students Days-14
Teachers Days-14

NOVEMBER 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22-End of 4th Qtr (44 Days)
25-Memorial Day
System wide Holiday
26-28-Teacher work Day
S-16/ T-19 Days

19-2nd Qtr Ends (44 Days)

22-31 Christmas Break
(School Holiday)

Students Days-15
Teachers Days-15

DECEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2026						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

12 Month Employee Holidays 2025-26
July 3-Independence Day
Sept.1-Labor Day
Nov. 11-Veterans Day
Nov.26-28 Thanksgiving
Dec. 24-26-Christmas Break
Dec.31 & Jan. 1 New Year's
Jan.19 MLK Jr. Day
Feb. 16-18 Mardi Gras/ Pres. Day
May 25- Memorial Day/June18-Juneteenth Day

Virtual /Distance Instruction
Summer School
8-FLEX DAYS
First and Last Day of Quarter
Teacher Planning/Staff Development/Student Holiday
Student/Teacher Holidays

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.mcpss.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

Form AD-1047 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

VENDOR DISCLOSURE STATEMENT

Information and Instructions

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

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

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

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

Definitions as Provided in Act 2001-955

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

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

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

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

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

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

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

Instructions

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

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

State of Alabama
Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP | TELEPHONE 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.

AMERICAN COMMODITY DISTRIBUTION ASSOCIATION
Agriculture • Industry • Government • Community
Working Together to Nourish the Nation

American Commodity Distribution Association
P.O. Box 841
Pensacola, FL 32591

CHILD NUTRITION PROGRAMS
REQUIRED FEDERAL PROVISIONS

Disclaimer: This is a living document and is subject to revision. This is merely a guidance document and does not necessarily contain every requirement that pertains to a contract; ACDA accepts no liability for any of its contents. This document was created with input from the ACDA Education Committee, State Agencies, Recipient Agencies, and the Urban School Food Alliance.

In addition to other contracts provisions required by the program regulations for the Federal award, all contracts made by a non–Federal entity under a Federal award must contain provisions set forth in 2 CFR 200.318 -.326 and 2 CFR 200 Appendix II., **as applicable**. Please note, however, that not all of these provisions must be included in every contract awarded by a program operator. If you are unsure whether you will need to include a specific Federal provision in your contract, please consult with your State Agency or an Attorney. There may be additional State or local requirements required, please consult with your State Agency. Program operators always need to follow the strictest of Federal, State, or local requirements.

Below are the required Federal Provisions listed in 2 CFR 200 Appendix II that may pertain to your contract:

- **REMEDIES:** If the contract is for more than the simplified acquisition threshold currently set at **$250,000**, your contract must include a clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.

- **TERMINATION:** If the contract is in excess of **$10,000**, your contract must contain a clause that addresses termination for cause and for convenience by the school district including the manner by which it will be effected and the basis for settlement. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.

- **EQUAL EMPLOYMENT OPPORTUNITY**: This clause would be required only for contracts that meet the definition of "federally assisted **construction** contract." You should consult with the State agency or an attorney to determine whether this clause should be included.

- **DAVIS–BACON ACT CLAUSE**: This clause would be required only for prime **construction** contracts in excess of **$2,000** awarded by non–Federal entities. You should consult with the State agency or an attorney to determine whether this clause should be included.

- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLAUSE**: This clause would be required only for contracts awarded by the non–Federal entity in excess of $100,000 that involve the **employment of mechanics or laborers**. You should consult with your State agency or an attorney to determine whether this clause should be included.

- **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**: This clause is only necessary when the award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the school food authority 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 sub recipient 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. A food service department generally does not award contracts of this nature. You should consult with your State agency or an attorney to determine whether this clause should be included.

- **CLEAN AIR / CLEAN WATER:** For contracts and sub grants of amounts in excess of **$150,000**, your contract must include a clause requiring the contractor 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) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

  Neither the State agency nor the USDA prescribes the form or content of these clauses. The following are suggestions of clauses that can be used:

  - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
  - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

- **SUSPENSION AND DEBARMENT:** The Contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide 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."

  The entity can verify the vendor is not debarred or suspended using the SAM system: https://www.sam.gov/SAM/pages/public/index.jsf

  While there is not a specific form, the following is suggested language that can be used:

  By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

  The certification in this clause is a material representation of fact relied upon by **{insert name of school district}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert name of school district}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- **LOBBYING:** Contractors that apply or bid for an award exceeding **$100,000** must file the required certification pursuant to Byrd Anti–Lobbying Amendment (31 U.S.C. 1352).

  Neither the State agency nor USDA prescribes the form or content of these clauses. The following is a

suggestion of clause that can be used:

The Contractor will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. 1352) and certifies to the tier above that it will not and has not used Federal appropriated funds to pay an 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 U.S.C 1352. If applicable, contractor will complete the disclosure of lobbying with non-Federal funds using Lobbying Activities Form (Form SF-LLL) and submit to {insert name of contracting entity} annually.

Below are the required Federal Provisions listed in 2 CFR 200.318 – 200.326 that may pertain to your contract:

- **COOPERATIVE AGREEMENTS AKA PIGGYBACKING ((ONLY IF ALLOWING) 2 CFR 200.318):** To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

  While there are no specific Federal requirements for language to be included, USDA memo SP 02-2016 and SP 05-2017 includes the requirements that must be in original solicitation and resulting contract.

- **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR 200.321):** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Many states have websites that includes resources to find these vendors, as well as the links below.

  While there are no specific Federal requirements for language to be included, the following excerpt from 2 CFR 200.321 summarizes the process:

  Affirmative steps must include:
  (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

- **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322):** This provision only applies to 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. You should consult with your State agency or an attorney to determine whether this clause applies to you and your contractors.

ADDITIONAL CONTRACT PROVISIONS REQUIRED BY THE FEDERAL AGENCY (USDA) FOR NSLP, SBP, AND FOOD DISTRIBUTION CONTRACTS

Please remember that Program Operators must also include additional required contract provisions identified in the program regulations for the Federal award (7 CFR 210, 250, etc.).

- **BUY AMERICAN PROVISION**: The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

  The following clause language is suggested, but not mandatory:
  - "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
  - "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
  - Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
  - The Buy American provision (7 CFR Part 210.21(d), 7 CFR 220.16(d), 7 CFR 250.23) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
  - Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
  - Farmed fish must be harvested within the United States or any territory or possession of the United States. Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel (section 4207 of the Agriculture Improvement Act of 2018).
  - Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
    - the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
    - competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
  - All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
  - Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
  - Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this Federal rule.

- **GEOGRAPHIC PREFERENCE (OPTIONAL):** A school food authority participating in the NSLP may apply a geographic preference when procuring **unprocessed** locally grown or locally raised agricultural products. School food authorities have the discretion to determine the local area to which the geographic preference option will be applied. Other types of geographic or local preference are prohibited when using Federal Child Nutrition Program funds.

  While the State Agency and USDA does not have specific language around this provision, USDA has numerous guidance documents and examples on the USDA Geographic Preference tip sheet.

- **COST REIMBURSABLE CONTRACTS (ONLY IF USING)**: 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.
  - The contract language provided below is mandatory (7 CFR 210.21(f), 7 CFR 220.16(e), and 7 CFR 250.53).
    - 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;
    - 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
    - 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;
    - 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;
    - 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;
    - 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
    - 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.
    - 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.

- **DURATION OF CONTRACT (FSMC SPECIFIC):** This requirement is for all school food authority's that enter into a contract with a Food Service Management Company.

- (7 CFR 210.16 (d)) Duration of contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

- **RECALL CONTACTS (USDA FOODS PROCESSING SPECIFIC):** The following two provisions must be included in all bids/responses for USDA Foods Processing (Responding to a Food Recall – Procedures for Recalls of USDA Foods).
  - A provision for information for processor food recall procedures.
  - Contact information for a point and backup person for handling food recalls.

- **USDA NONDISCRIMINATION STATEMENT:** All publications that mention USDA Child Nutrition Programs must include the following revised nondiscrimination statement. This includes solicitation and bid documents.
  - In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
  - Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
  - To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, 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

USDA Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2.fax:
(833) 256-1665 or (202) 690-7442; or
3.email:
Program.Intake@usda.gov

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BACKGROUND CLEARANCES

For MCPSS Contractors and Third-Party Agents

Contractors and other Third-Party Agents who provide personnel support and services to Mobile County Public Schools are required to have that personnel submit fingerprints for a criminal history background check through the Alabama State Department of Education. This background check is required for all personnel and service providers who may have the opportunity for unsupervised access to MCPSS students.

Items Needed:

- A computer, tablet, or smartphone with internet access
- A valid email account
- Established AIM account
- ALSDE ID#
- Fee of $44.95 paid by debit card, credit card, or PayPal account (prepaid debit card or credit cards are acceptable)
- Ability to provide commonly known personal information (SSN, DOB, DL#, Height, Weight, etc.)

Steps in the Process (must be completed in the following order):

Step 1: Create an AIM Account

- Copy and paste the link below in your web browser for instructions on creating an AIM account.

  https://content.myconnectsuite.com/api/documents/71ce52e65b444567a742cc3425f2f972

- Creating an AIM account Video Tutorial: https://youtu.be/OGliSwfnWrM
- **Important:** Be sure to make note of your **ALSDE ID#** upon completion of this step.

Step 2: Complete Background Check Registration in AIM

- Copy and paste the link below in your web browser for written instructions on Step 2- Step 4

  https://content.myconnectsuite.com/api/documents/6bdd68a8e6684959a7266617c4373119

- Registering with Fieldprint Video Tutorial: https://youtu.be/XviAd6avZH0
- **Important:** Select Mobile County Public Schools as the institution you are seeking employment with.
- **RSA ID #**– You can select "No" and "Continue" to skip this section if you do not have an RSA ID#.

Step 3: Create Fieldprint Account

Step 4: Complete authorization forms, schedule appointment, and fee payment

Step 5: Report for fingerprint appointment

- Report to your selected location at the specified time to complete the fingerprint scan.

BOARD OF SCHOOL COMMISSIONERS

MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 25-58

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: _____

Revised 6/27/07

SPECIFICATION VARIANCE SHEET
BID ON: CNP EQUIPMENT PARTS & LABOR – AS NEEDED BASIS
BID NO: 25-58

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

ITEM #	EXPLANATION

CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

____ Mailing envelope has been addressed to:

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

____ Mailing envelope must be sealed and marked with:

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

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

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

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

- ☐ The **Invitation to Bid** sheet has been signed
- ☐ The minority questionnaire
- ☐ The variance sheet (if applicable)
- ☐ The debarment sheet
- ☐ No Bid Bond required
- ☐ Addendum (if any) has been included
- ☐ AOC Vendor Enrollment Data Sheet
- ☐ Read all bid requirements and specifications
- ☐ Alabama Immigration Law Compliance Documents
- ☐ Vendor Disclosure Statement

BID ON: CNP EQUIPMENT PARTS & LABOR - AS NEEDED UNTIL NOVERMBER 28, 2026
BID NO.: 25-58
OPENED ON: SEPTEMBER 25, 2025 @ 10:00 AM

EVALUATION WORKSHEETS

Item	Brand	Part #/Description	List Price	Discount	Bid Price/ MCPSS
1	APW	Hotwell/APW55481			
2	Baxter	Hot Surface Ignitor/01-1000V9-00149			
3	Cleveland	On/Off Switch/CLESK2474100			
4	Delfield	Door Gasket/DEL1702909			
5	Edlund	Can Opener Kits/EDLKT2700			
6	Groen	Timer/GROZ096826S			
7	Hatco	Pop Off/HAT03.02.022.00			
8	Hobart	Door Switch/411496-F1			
9	Hobart	Dishmachine Probe & Switch/271621			
10	Hobart	Dishmachine Coil, Valve/271839-3			
11	Hobart	Dishmachine Contactor/918322			
12	Hobart	Oven Control Board/913149			
13	LowTemp	Control (480v)/LOW195444			
14	Metro	Blower/METRPHM20-2103			
15	T & S	Pre Rinse Spray Assy./TSBB-0113-08			
16	Traulsen	Milk Box Control/TRASK-337-60467-01			

These Evaluation Worksheets must be completely filled out and submitted with your bid.

BID ON: CNP EQUIPMENT PARTS & LABOR - CNP MAINTENANCE - AS NEEDED BASIS
BID NO: 25-58
OPENED: SEPTEMBER 25, 2025 @ 10:00 A.M.

ITEM	DESCRIPTION PART I - EQUIPMENT PARTS FOR THE FOLLOWING MANUFACTURER'S	MANUFACTURER	PRICE SCHEDULE NO. OEM PARTS	PERCENTAGE DISCOUNT TO BE TAKEN OFF
	ALL PARTS SHALL CARRY THE MANUFACTURERS WARRANTY OF 90 DAYS PER SPECIFICATIONS			
1	APW			%
2	AccuTemp			%
3	Baxter			%
4	Berkel			%
5	Bev Air			%
6	Blakeslee			%
7	Blodgett			%
8	Champion			%
9	Cleveland			%
10	Continental			%
11	Delfield			%
12	Dito Dean			%
13	Dormont - Gas Hoses			%
14	Edlund			%
15	Everpure			%
16	Garland			%
17	Globe			%
18	Groen			%
19	Hatco			%
20	Hobart			%
21	Hoshizaki			%
22	Ice O Matic			%
23	Insinger			%
24	Jackson			%
25	Kason			%
26	Manitowoc			%
27	McCall			%
28	Metro			%

ITEM	DESCRIPTION	MANUFACTURER	PRICE SCHEDULE NO. OEM PARTS	PERCENTAGE DISCOUNT TO BE TAKEN OFF
	ALL PARTS SHALL CARRY THE MANUFACTURERS WARRANTY OF 90 DAYS PER SPECIFICATIONS			
29	Mod-U-Serv			%
30	Rheem/Cres Cor			%
31	Robot Coupe			%
32	Salvajor			%
33	Scotsman			%
34	Southbend			%
35	T S Brass			%
36	Traulsen			%
37	True			%
38	US Range			%
39	Vitamix			%
40	Vulcan			%
41	Waring			%
42	Wells Warmers			%

PLEASE LIST ANY OTHER MANUFACTURERS YOUR COMPANY REPRESENTS THAT WOULD BE APPLICABLE:

MANUFACTURER	PRICE SCHEDULE NO. OEM PARTS	PERCENTAGE DISCOUNT TO BE TAKEN OFF
ALL PARTS SHALL CARRY THE MANUFACTURERS WARRANTY OF 90 DAYS PER SPECIFICATIONS		
		%
		%
		%
		%

	PART II - EQUIPMENT PARTS REACH-IN REFRIGERATORS, REACH-IN FREEZERS, MILK COOLERS & ICE MACHINES	MANUFACTURER	PRICE SCHEDULE NO. OEM	PERCENTAGE DISCOUNT TO BE TAKEN OFF
	(Compressors, coils, dryers, etc. but not to be limited to these stated items.)			
	ALL PARTS SHALL CARRY THE MANUFACTURERS WARRANTY OF 90 DAYS PER SPECIFICATIONS			
1	Continental			%
2	Delfield			%
3	Hobart			%
4	Hoshizaki			%
5	Ice O Matic			%
6	Manitowoc			%
7	McCall			%
8	Scotsman			%
9	Traulsen			%
10	True			%

ITEM	DESCRIPTION	AMOUNT

PART III - AFTER WARRANTY EXPIRES ON EQUIPMENT - LABOR RATES
ALL LABOR SHALL HAVE A MINIMUM OF 90 DAYS WARRANTY

1	Charge per service call	$ _____	, if applicable
2	Labor rate for one (1) certified technician	$ _____	per hour
3	Labor rate for one (1) helper.	$ _____	per hour

4 **ALL BIDDERS MUST STATE WHEN THE LABOR COST PER HOUR BEGINS AND ENDS. FOR EXAMPLE: WHEN THE TECHNICIAN LEAVES THE BIDDERS LOCATION ENROUTE TO THE JOB SITE; OR ONCE THE TECHNICIAN ARRIVES ON THE JOB SITE.**

_____

5 **ALL BIDDERS MUST STATE THEIR RESPONSE TIME AFTER RECEIVING SERVICE CALL:**

_____

NOTE TO BIDDER(S):

PART I & PART II - PARTS
IF YOU ARE NOT ABLE TO HONOR THE 90 DAYS WARRANTY FOR PARTS LISTED ON THE BID, THEN DO NOT QUOTE ON THAT BID ITEM.

PART III - LABOR
IF YOU ARE NOT ABLE TO HONOR THE 90 DAYS WARRANTY FOR LABOR, PLEASE LIST EACH MANUFACTURER/BRAND THAT THIS WILL APPLY TO.

_____
_____
_____
_____