



Mobile County PUBLIC SCHOOLS

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

BOARD OF SCHOOL COMMISSIONERS
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Johnny Hatcher - District 5

SUPERINTENDENT Chresal D. Threadgill

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

PQ No. 23-04
BUYER: KAREN HENDERSON

March 14, 2023

REQUEST FOR QUOTE
PLAYGROUND EQUIPMENT AND INSTALL
CASTLEN ELEMENTARY SCHOOL

Please know that the Mobile County Public School System would appreciate your quote for the furnishing and installation of Playground Equipment at Castlen Elementary School.

Your **sealed quote** must be submitted to the Purchasing Department, Mobile County Public Schools, 1 Magnum Pass, Mobile, AL 36618 **no later than Wednesday, April 5, 2023 @ 2:00 P.M.**

A mandatory pre-bid meeting will be held at Castlen Elementary School, 9960 School House Road, Grand Bay, AL 36541. The pre-bid meeting will be on Wednesday, March 29, 2023 @ approximately 10:00 A.M. All vendors are to meet in the front office and then move to the other school sites.

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

The Board will not be responsible in the event the U.S. Postal Service, or any other courier system fails to deliver the proposal to the Board of School Commissioners, Purchasing Department by the time stated in the bid request.

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

Sincerely,

Russell Hudson
Purchasing Director

LEARNING TODAY. LEADING TOMORROW.



Mobile County
PUBLIC SCHOOLS

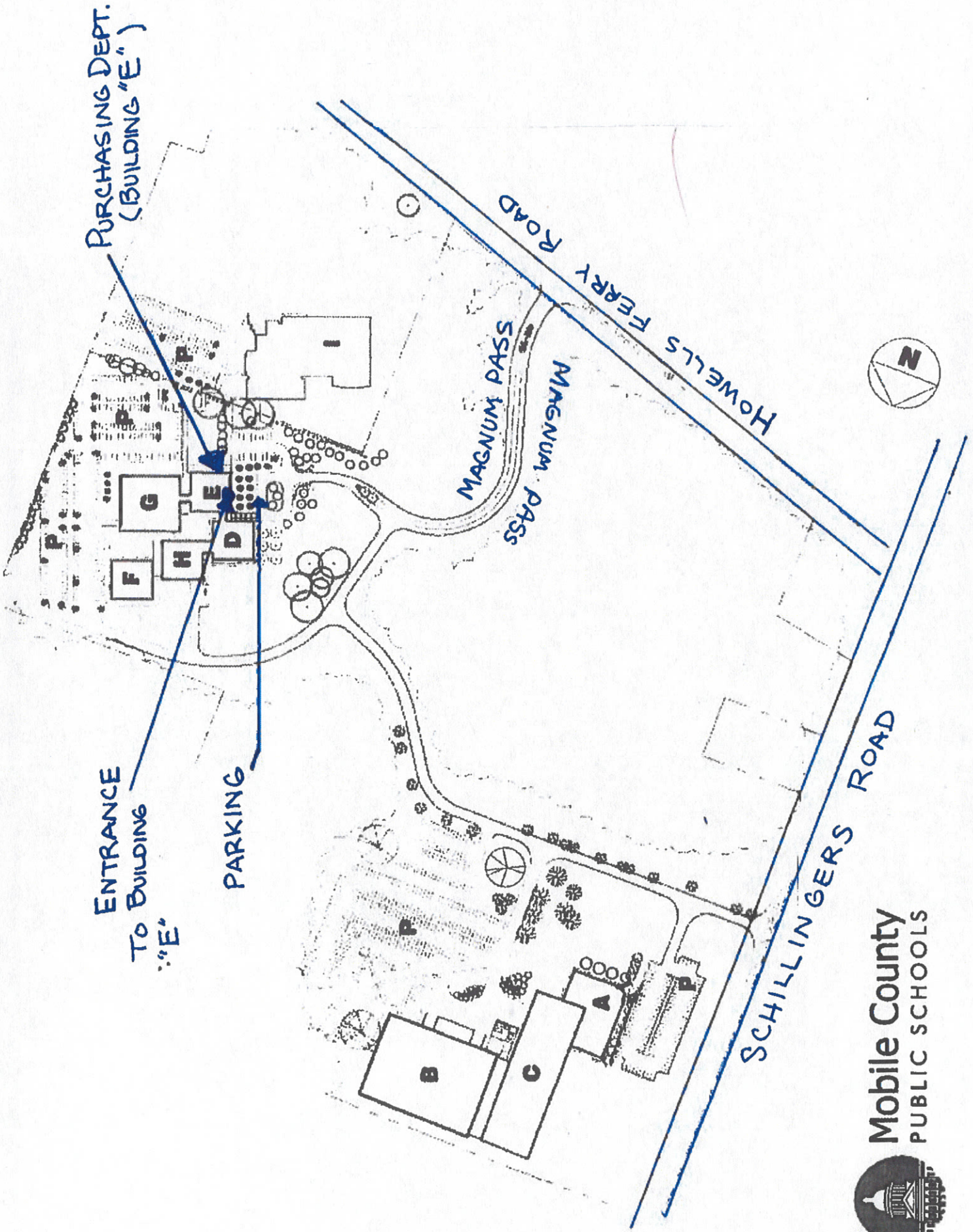
NEW BUILDING ENTRANCE

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.



ENTRANCE
TO BUILDING
"E"

PARKING

PURCHASING DEPT.
(BUILDING "E")

Directory

<p>A</p> <p>Building A Student Services Building</p> <p>Student Services 4245 Health Services 4292 Microcomputer Services 5142 STI Office/Classroom Software Support 6201-6202 Hardware Support 6223 Network Support 6222</p> <p>B</p> <p>Building B</p> <p>Professional Development 5200 Central Receiving/Distribution 5115 Textbooks 5108 JROTC 5100 Print Shop 6273 Archives 4858 Mile & Tele 5223 Mail Services 5900</p> <p>C</p> <p>Building C Environmental Services 4703</p> <p>D</p> <p>Building D Executive Building</p> <p>Office of the Superintendent 4394 Chief Financial Officer 4434 Comptroller 4494 Budget Office 4506 Child Nutrition Program 4374</p> <p>E</p> <p>Building E Business Building</p> <p>Security Office 4108 Purchasing 4473 Accounting 4445 Accounts Payable 4438 Local School Accounting 4427</p>	<p>F</p> <p>Building F Facilities Office 4822</p> <p>G</p> <p>Building G Human Resources Office 4543 Payroll Office 4449 TV Studio 3119</p> <p>H</p> <p>Building H Technology Building</p> <p>Information Technology Services 4533 Instructional Technology Office of Communications 8022</p> <p>I</p> <p>Building I Academic Affairs Building</p> <p>Board Offices & Board Meeting Room 4367 Academic Affairs 4159 Curriculum & Instruction 4141 Federal Programs 5220 Special Education 4220 Career/Technical Education 4019 Public Board Meetings</p>	<p>P</p> <p>Building P Parking - Public and Employee</p>
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LET'S LOAD THE BASES!

Miracle League of West Mobile: Schmidt Family Park



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

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

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

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

Why should you donate?

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

Single

\$1,000-\$9,999

Double

\$10,000-\$49,000

Triple

\$50,000-\$99,999

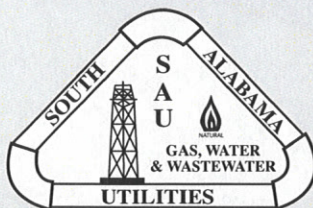
Home Run

\$100,000-\$249,999

Grand Slam

\$250,000 +

**ALABAMA PECAN
DEVELOPMENT
CO. INC**



**Mobile County
PUBLIC SCHOOLS**

MIRACLE LEAGUE OF WEST MOBILE: SCHMIDT FAMILY PARK

MCPSS.COM/MIRACLELEAGUE

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

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

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

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

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

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



**GENERAL SPECIFICATIONS
PLAYGROUND EQUIPMENT
CASTLEN ELEMENTARY SCHOOL**

I. INTENT OF BID

- A. The intent of this bid is to establish a contract between the Board and bidder for the furnishing of playground equipment as described herein.

II. QUALIFICATIONS OF BIDDERS

- A. Bids will be accepted only from firms engaged on a full-time basis in the institutional equipment supply business and must be the manufacturer or the manufacturers authorized sales dealer for the products quoted.
- B. Successful bidder must guarantee all items to be free from defects in materials and workmanship. Bidder agrees to replace and/or repair defective materials upon request.
- C. Successful bidder must have a current Alabama General Contractors license.
- D. **Each bidder is encouraged to visit the school site. Please make arrangements with the principal, Laura Dickens @ 251-865-6733 before visiting the school. Each bidder is responsible for the correct measurements required for the playground equipment.**

III. PRODUCTS QUOTED

- A. All items quoted shall be new, packed in manufacturers original containers, and shall meet or exceed the specifications as written.
- B. Bidders shall describe each item quoted by brand name and model number. If bidding a brand and model other than specified, bidder shall include specification sheets with bid proposal for each alternate item quoted. *Failure to provide specification sheets for items quoted may be cause for rejection of your proposal.*

IV. METHOD OF AWARD AND DELIVERY

- A. Bid will be awarded on a lump sum basis or an individual item basis for Castlen Elementary, whichever deems to be in the best interest of the Board.
- B. The successful bidder shall deliver and install the playground equipment within six (6) weeks after receipt of the purchase order.
- C. All items are to be quoted F.O.B. Castlen Elementary School, 9960 School House Road, Grand Bay, AL 36541.

V. 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., the 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. 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.

VI. PRODUCT SPECIFICATIONS

- A. The successful bidder shall provide playground equipment as indicated in accordance with the technical specifications herein.
- B. The successful bidder must provide all necessary equipment and materials to successfully complete the installation of the playground system.
- C. All work is to be coordinated with the school principal, Laura Dickens.
- D. The contractor shall indemnify, save and hold harmless; the district from alleged damages or injuries arising directly or indirectly from the contractor's negligent acts or omissions while performing the work under this contract.
- E. Product Specifications – see attached.
- F. Additional Specifications
 - All equipment is IPEMA certified.
 - Playground equipment must be ADA compliant.
 - Warranty information must be included in bid, noting which products have a limited warranty and which products do not have a limited warranty.
 - Pro-rated warranties are not acceptable.
 - A carbon footprint report for all equipment to be included.
 - Equipment to be from specific manufacturers/brands, as follows, or approved equal.

VII. INSURANCE:

The contractor shall provide, at the company's own expense, insurance as described below. Successful bidder shall provide a copy of a Certificate of Insurance naming the School Board as an additional insured prior to starting work. Minimums included shall be:

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

Bodily Injury (including death) Property Damage and Personal Injury \$2,000,000 per person, \$3,000,000 per occurrence.

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

VIII. 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, suits, claims, demands or actions of any kind or nature, by reason of the Contractor's actions associated with this agreement.

IX. 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 youngsters may suddenly and unexpectedly run out.

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

- C. 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.
- D. 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 pocketknife, that is not directly used as a tool for work in progress.
- E. 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.
- F. Personnel of the contractor shall observe all regulations of the district. Failure to do so may be grounds for fair dismissal.

X. CONTACT

If you have any questions regarding this bid please contact Karen Henderson @ 251-221-4473 or e-mail kahenderson@mcpss.com.

XI. WARRANTY

EACH BIDDER MUST SUBMIT WITH THEIR PROPOSAL A COPY OF THE WARRANTY FOR THE PLAYGROUND EQUIPMENT BEING QUOTED.

WARRANTY INFORMATION TO INCLUDE WHICH PRODUCTS HAS A LIMITED WARRANTY AND WHICH PRODUCTS DO NOT HAVE A LIMITED WARRANTY. NO PRO-RATED WARRANTIES ARE ACCEPTABLE.



Funhoop Funnel Ball Game x 1

Pacific Blue

PFS011P

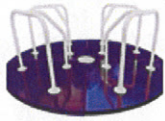
PLAYGROUND EQUIPMENT



Specifications

Age Range	2 to 12 years old
Equipment Weight	70 lb

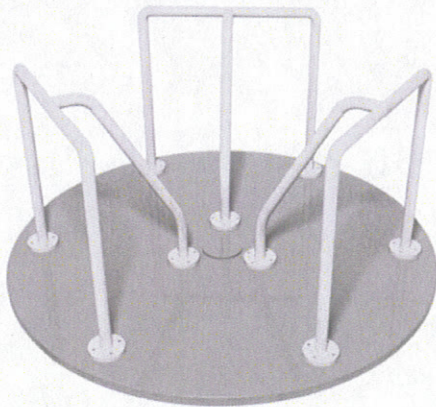
Actual Size: 3'-2" x 3'-2" x 9'
Includes 8' Pole



Merry Go Round × 1

6' Diameter / Purple/White
301-142P

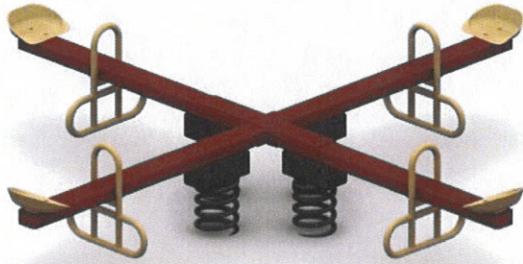
SportsPlay Equipment, Inc.



- User age: **5-12**
- Use zone: **18' Diameter**
- Weight: **300**
- Actual Dimension: **67" Diameter**

SPECIFICATIONS

- Deck – One piece 11 gauge steel deck with rolled edge
- Deck Coating – Thermoplastic
- Handrail – 30" high 1 5/8" od FloCoat galvanized steel tube welded to a 3/8 flange
- Handrail Coating – Electrostatically applied and oven cured polyester powder coating
- Post Assembly – 2 1/2" OD solid steel shaft with machined pocket for bearing.



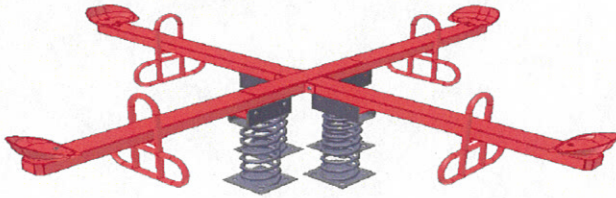
Four-Seat Teeter Totter See Saw In Ground Rider x 1

Brown

SPR-00014-BN

Childforms®

FOUR SEAT TEETER TOTTER



Age Group: 2 to 5 years

Footprint: 8' 2" x 8' 2"

Use Zone: 20' 2" x 20' 2"

Equipment Weight: 207 lb



Rock Balance Beam × 1

Slate Grey

EPBB-01-SG

Brand: EPStone

Evolve Play

Product Specifications:

Age Range: 2 to 12 years old

Equipment Weight: 95 lb

Installed Dimensions: 96 in x 24 in x 30 in

Infinity Express Choo Choo 3 Piece Commercial Play Event x 1

IP-8028



Specifications

Age Range	2 to 5 years old
Equipment Weight	285 lb
Installed Dimensions	2.25 ft x 5.25 ft x 5 ft
Use Zone	17.25 ft x 14 ft



Net Climber x 1

Permanent

301-135

SPORTSPLAY

301-135 Net Climber

Specifications

Age Range	5 to 12 years old
Equipment Weight	177 lb
Fall Height	72 in
Installed Dimensions	2 ft x 6 ft
Use Zone	19 ft x 19 ft

Net Climber – fabricated from 1 5/8"OD galvanized steel pipe with a combination of 20" aluminum ring and net is made of 4/0 chain with thick rubber coating to enhance grip.

Castlen Elementary Playground Projected Plan

New additions are in yellow. Existing equipment are in blue.



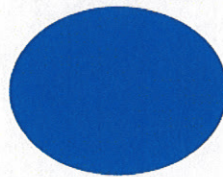
Net Climber



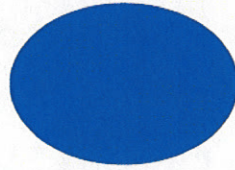
Teeter Totter



Swings



Existing Structures



ChooChoo

Funhoop Funnel Ball



Rock Balance Beam



Merry Go Round



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.

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

Vendor Information

Name: _____

Address: _____
Street Address *Suite/Unit #*

City *State* *ZIP Code*

Phone: () _____ Alternate Phone: () _____

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

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

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

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

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

Employee Signature

Date

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

PRICE QUOTE #: 23-04

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

VENDOR NAME: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: ___ YES ___ NO

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

IS THE COMPANY INCORPORATED ___ YES ___ NO

ETHNICITY OF OWNERSHIP:

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

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number of Project Name

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

Signature(s) Date

INSTRUCTIONS FOR CERTIFICATION

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

VENDOR DISCLOSURE STATEMENT

Information and Instructions

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

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

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

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

Definitions as Provided in Act 2001-955

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

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

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

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

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

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

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

Instructions

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

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



State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

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

- Yes
 No

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

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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

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

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F—Audit Requirements Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

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

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

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

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

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

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

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

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

(d) Buy American—

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

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

(2) Requirement.

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

(f) Cost reimbursable contracts—

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

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

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

(g) Geographic preference.

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

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

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

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

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

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

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

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

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