



Mobile County PUBLIC SCHOOLS

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

BOARD OF SCHOOL COMMISSIONERS
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SUPERINTENDENT Chresal D. Threadgill

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

Bid No. 19-95
BUYER: MELODY ROH

October 1, 2019

INVITATION TO BID
FIRE ALARM MONITORING
VARIOUS SCHOOLS

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, October 17, 2019 @ 2:00 PM** at which time they will be publicly opened and read aloud.

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

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

(List Toll Free Number if Applicable)

Telephone Number: _____ Fax _____

Authorized Signature of Bidder

Authorized Name(Typed or Printed)

Director of Purchasing
Mobile County Public Schools

Name(Typed or Printed)

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

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.

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

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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)

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.

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16. INSURANCE: If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School District from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

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. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23 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.

24. 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.

25. 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.

26. 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.

27. 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

GENERAL TERMS AND CONDITIONS
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samples after bid opening to assist in the evaluation of proposals submitted.

28. 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.

29. 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.

30. 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.

31. 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

32. 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.

33. 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**

FIRE ALARM MONITORING

for

The Mobile County Public School System

PART I – SCOPE

- 1.0 The scope of this project is to provide Fire Alarm Monitoring for the Mobile County Public School System. A complete list of the Schools in the System is attached as Appendix A. The information regarding which schools will require monitoring and the type of Fire Alarm System is included in the list. Only 89 school sites are listed for monitoring out of the total 100 sites. Some of the additional sites may require the services of this contract in the future. The bidder must agree that the pricing listed for the initial 89 sites will remain the same for any additional sites added. The Facilities Department will determine what sites will be added.
- 1.1 The bidders are to provide pricing for the following items;
 - A. Complete Fire Alarm Monitoring as defined in this specification including all schools listed in Appendix A as having a Fire Alarm System.
- 1.2 This bid is to provide pricing for monitoring services awarded for 1 year from date of Board Approval after which is renewable annually up to a maximum of 2 years. If elected for renewal, a maximum escalation factor will be allowed based upon the latest Federal Consumer Price Index plus 1%.
- 1.3 The Board shall have the option to terminate any contract entered into with thirty (30) days written notice to the other party.
- 1.4 All fire alarm equipment at the 85 locations has been inspected and is in good working order.
- 1.5 **Insurance Requirements**
 1. **ADDITIONAL INSURED CLAUSE:** 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 Department where it will remain on file.
 2. **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.

1.6 Terms of Payment

1. 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.
2. If a copy is used, certification must state "true, correct, and unpaid original invoice", and signed by an official of the company.
3. **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).**
4. 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.

PART II – SERVICES

- 2.0 The Fire Alarm Monitoring Services are to meet but are not limited to the requirements listed below. All aspects of the monitoring service are to be coordinated with the Mobile

County Public School System to provide cooperative and seamless response to any Fire Alarm emergency or trouble indication. All aspects of the monitoring provided under this project are to comply with the latest issue of NFPA 72. The monitoring facility must meet the Underwriters Laboratory (UL) requirements for a Central Station and must have a minimum of two individuals dedicated to the Fire Alarm monitoring for the Mobile County Public School System at all times. The bidding Company must have a local office, located within 120 miles of Mobile County, and must have been in business for a minimum of five years. The monitoring services are not to be sub contracted. The bidder must provide proof with their proposal that the monitoring facility meets all necessary UL requirements.

All applicable systems listed in Appendix A are to be monitored by the monitoring station. Any incompatibility is to be rectified by the bidding contractor and the associated cost is to be included in the initial bid price. Any re-programming cost to D.A.C.T.'s, and any re-labeling of account numbers and passwords installed at the school's site shall be included in the initial bid price.

Monitoring Station services provided under this agreement;

- A. Alarm, supervisory, and trouble signal monitoring.
- B. Retransmission.
- C. Associated certification, record keeping, and reporting.
- D. Testing and maintenance reporting.

- 2.1 The Mobile County Public School System will develop and provide the protocol for the required response upon receipt of an alarm or trouble signal.
- 2.2 A central repository of issued certification documents (one for each school protected), accessible to the Authority Having Jurisdiction, shall be maintained by the organization that owns, listed, the monitoring station.
- 2.3 No additional charges are to be incurred for false alarms, testing, trouble, or normal alarms regardless of the number.

PART III – FACILITIES AND EQUIPMENT

- 3.0 The monitoring station building or that portion of a building occupied by a monitoring station shall conform to the construction, fire protection, restricted access, emergency lighting, and power facilities requirements of the latest edition of ANSI/UL 827, *Standard for Safety Central-Station Alarm Services*. Bidder's facilities will be subject to an inspection by Mobile County School personnel.
 - A. A plan of action to provide for restoration of services specified by the NFPA 72 shall exist for each subsidiary station.

1. This plan shall provide for restoration of services within 4 hours of any impairment that causes loss of signals to the monitoring station.
 2. An exercise to demonstrate the adequacy of the plan shall be conducted at least annually.
 3. A redundant backup monitoring station is to be an integral part of the planned procedure upon failure or potential failure of the primary system. Transition to the backup station is to be demonstrated at the request of the Mobile County Public School System or the Authority Having Jurisdiction.
- 3.1 The monitoring station shall be equipped so as to receive and record all signals in accordance with NFPA 72.
 - 3.2 Circuit-adjusting means for emergency operation shall be permitted to be automatic or to be provided through manual operation upon receipt of a trouble signal.
 - 3.3 Computer-aided alarm and supervisory signal-processing hardware and software shall be listed for the specific application.
 - 3.4 Power supplied to the facilities equipment shall comply with the requirements of NFPA 72.
 - 3.5 Transmission means shall comply with the requirements of NFPA 72.
 - 3.6 Two independent means shall be provided to retransmit a fire alarm signal to the designated public fire service communications center.
 - A. All telephone numbers are to be local or free of charge.
 - B. The use of a universal emergency number, such as the 911 public safety answering point, shall not meet the intent of this specification for the principal means of retransmission.
 - C. If the principal means of retransmission is not equipped to allow the communications center to acknowledge receipt of each fire alarm report, both means shall be used to retransmit.
 - D. The retransmission means shall be tested in accordance with NFPA 72.
 - E. The retransmission signal and the time and date of retransmission shall be recorded at the central station.
 - 3.7 The monitoring station shall have not less than two persons on duty at all times to ensure disposition of signals in accordance with the requirements of NFPA 72.
 - 3.8 Operation and supervision shall be the primary functions of the operators, and no other interest or activity shall take precedence over the protective service.

PART IV - PROTOCOL

- 4.0 The Mobile County Public School System will develop and provide the protocol for the required response upon receipt of a signal as listed below;
- A. Alarm signals initiated by manual fire alarm boxes, automatic fire detectors, water flow from the automatic sprinkler system, or actuation of other fire suppression system(s) or equipment shall be treated as fire alarms.
 - B. Trouble Signals shall be handled according to the given protocol.
 - C. All test signals shall be recorded to indicate date, time, and type.
 - 1. Test signals initiated by the Mobile County Public School System, including those for the benefit of the Authority Having Jurisdiction, shall be acknowledged by monitoring personnel whenever the subscriber or authority inquires.
 - 2. Any test signal not received by the monitoring station shall be investigated immediately and action shall be taken to reestablish system integrity.
 - 3. In order to authorize the placing of an alarm system into test status, a representative of the prime contractor or an alarm system user shall first provide the central station with his or her personal identification code and explain why they are putting it on test.

PART V- RECORD KEEPING AND REPORTING

- 5.0 Complete records of all signals received shall be retained for at least 1 year.
- 5.1 Testing and maintenance records shall be retained as required by NFPA 72.
- 5.2 The monitoring station shall make arrangements to furnish reports of signals received to the Authority Having Jurisdiction in a manner approved by the Authority Having Jurisdiction.
- 5.3 The monitoring company shall send via e-mail to MCPSS if problems are detected with Alarms, Troubles, Supervisory (water flow and tamper switch).
- 5.4 The monitoring company shall issue a Weekly Customer Status Report consisting of:
- A. Weekly activity report for every fire alarm panel being monitored.
 - B. Weekly monitoring status report (inactive, active) with schools name and customer account number.
- 5.5 Provision shall be made to monitor the integrity of the transmission technology and its communications path. The following requirements shall apply:
- A. Any failure shall be annunciated at the supervising station within 5 minutes of the

- failure.
- B. If communications cannot be established with the supervising station, an indication of this failure to communicate shall be annunciated at the protected premises.
 - C. If a portion of the communications path cannot be monitored for integrity, a redundant communications path shall be provided.
 - D. Provision shall be made to monitor the integrity of the redundant communications path.
 - E. Failure of both the primary and redundant communications paths shall be annunciated at the supervising station within not more than 24 hours of the failure.
 - F. System units at the supervising station shall be restored to service within 30 minutes of a failure.
 - G. The transmission technology shall be designed so that upon failure of a transmission channel serving a system unit at the supervising station, the loss of ability to monitor shall not affect more than 3000 transmitters.

PART VI – METHOD OF AWARD

- 6.0 The school district reserves the right to award the contract in whatever method is in the best interest of the school district.

PART VII - QUESTIONS

- 7.0 If you have any questions regarding this bid please contact Melody Roh @ (251) 221-4473 or e-mail mroh@mcps.com.

PART VIII - BID TABULATION FORM

Item #1 - First year fire alarm monitoring

\$_____ Annual Cost Per School (unit pricing for monitoring)

x 89 (# of schools) = \$_____

APPENDIX A

	SCHOOL	ADDRESS	CITY	ZIP	PHONE #	FIRE ALARM	MANUFACTURER	MODEL #
1	Alba Middle	14180 South Wintzell Avenue	Bayou La Batre	36509	824-4134	Yes	Edwards	EST3
2	Allentown	10330 Howells Ferry Road	Semmes	36575	221-1000	Yes	Simplex	4004
3	Alma Bryant High	14001 Hurricane Blvd.	Irvington	36544	824-3213	Yes	Edwards	EST3
4	Alma Bryant Field House	14001 Hurricane Blvd.	Irvington	36544	824-3213	Yes	Fireshield	100S
5	Alma Bryant VOTEC Bldg	14001 Hurricane Blvd.	Irvington	36544	824-3213	Yes	Edwards	EST3
6	Alma Bryant Fire Pump House	14001 Hurricane Blvd.	Irvington	36544	824-3213	Yes	Firelight	MS10UD
7	Austin	150 Provident Lane	Mobile	36608	221-1015	Yes	Edwards	EST3
8	Baker	8901 Airport Blvd.	Mobile	36608	221-3000	Yes	Edwards	EST3
9	Barton/Yerby	504 Government St	Mobile	36602	221-4473	Yes	Edwards	EST3
10	Belsaw/Mt. Vernon	1650 Gartman Circle	Mt. Vernon	36560	221-1030	Yes	Edwards	EST3
11	Breitling	8350 Grand Bay Wilmer Road	Grand Bay	36541	865-0940	Yes	Edwards	EST3
12	Burns	6175 Girby Road	Mobile	36693	221-2025	Yes	Edwards	EST3
13	Burroughs	6875 Burroughs Lane	Theodore	36582	221-1077	Yes	Edwards	EST3
14	Bus Maint. Shop	7445 Howells Ferry Road	Mobile	36606	221-5260	Yes	Simplex	
15	Calcedeaver	20185 Richard Weaver Road	Mt. Vernon	36560	221-1092	Yes	Edwards	EST3
16	Calloway-Smith	350 N. Lawrence Street	Mobile	36603	221-2043	Yes	Edwards	EST3
17	Castlen	9960 Schoolhouse Rd.	Grand Bay	36541	865-6733	Yes	Edwards	EST3
18	Causey	2205 McFarland	Mobile	36695	221-2060	Yes	Edwards	EST3
19	Citronelle	8200 Lebaron Avenue	Citronelle	36522	221-3444	Yes	Edwards	EST3
20	CLC	1870 Pleasant Avenue	Mobile	36617	221-2123	Yes	Edwards	EST3
21	Collier	601 Snow Rd. North	Mobile	36608-9768	221-1120	Yes	Simplex	4010
22	Craighead	1000 South Ann Street	Mobile	36605-4709	221-1155	Yes	Simplex	4010
23	Dauphin Island	1501 Bienville Blvd.	Dauphin Island	36528-4335	861-3864	Yes	Edwards	EST3
24	Davidson	3900 Pleasant Valley Rd.	Mobile	36609-2022	221-3084	Yes	Simplex	4010
25	Davis	6900 Nan Gray Davis Road	Theodore	36582-8751	221-1166	Yes	Edwards	EST3
26	Dickson	4645 Bit & Spur Road	Mobile	36608-2607	221-1180	Yes	Edwards	EST3
27	Dixon	4 Mile Road General Delivery	Irvington	36544	824-4314	Yes	Edwards	EST3
28	Dodge	2615 Longleaf Drive	Mobile	36693-4027	221-1195	Yes	Edwards	EST 3
29	Eichold-Mertz	2815 Government Street	Mobile	36606-2107	221-1211	Yes	Simplex	4010
30	Environmental Studies	6101 Girby Road	Mobile	36609-3323	221-5000	Yes	Edwards	EST3
31	Fonde	3956 Cottage Hill Rd.	Mobile	36609-4213	221-1240	Yes	Edwards	EST3
32	Forrest Hill	4501 Moffat Road	Mobile	36618-1722	221-1270	Yes	Edwards	EST3
33	Grand Bay	12800 Cunningham Road	Grand Bay	36541-4938	865-6511	Yes	Edwards	EST3
34	Grant	535 Easterling Street	Prichard	36610-4203	221-1319	Yes	Edwards	EST3
35	Griggs	6001 Three Notch Road	Mobile	36619-1332	221-1330	Yes	Edwards	EST 3
36	Hall	1108 Antwerp Street	Mobile	36605-4856	221-1345	Yes	Edwards	EST3
37	Hankins	5750 Katherine Hankins Drive	Theodore	36582-1919	221-2200	Yes	Edwards	EST3
38	Hollingers Island	2400 Hammack Road	Mobile	36605-9507	221-1376	Yes	Edwards	EST 3

APPENDIX A

	SCHOOL	ADDRESS	CITY	ZIP	PHONE #	FIRE ALARM	MANUFACTURER	MODEL #
39	Holloway	625 Stanton Road	Mobile	36617-2226	221-1391	Yes	Edwards	EST3
40	Howard	957 Dr. MLK, Jr. Avenue	Mobile	33443-5922	221-1406	Yes	Edwards	EST3
41	Hutchens	10005 West Lake Road	Mobile	36695-8242	221-1420	Yes	Edwards	EST3
42	Indian Springs	4550 Highpoint Blvd.	Eight Mile	36613-3220	221-1436	Yes	Edwards	EST3
43	Leinkauf	1410 Monroe St.	Mobile	36604-1924	221-1495	Yes	Simplex	4002
44	Lott	17740 Celeste Road	Citronelle	36522-5610	221-2240	Yes	Edwards	EST3
45	Maryvale	1901 North Maryvale Street	Mobile	36605-2248	221-1810	Yes	Edwards	EST3
46	McDavid-Jones	16250 Highway 45 South	Citronelle	36522-5750	221-1510	Yes	Simplex	4010
47	Montgomery	4275 Snow Road	Semmes	36575-5215	221-3153	Yes	Edwards	EST3
48	Murphy	100 South Carlen Street	Mobile	36606-1410	221-3186	Yes	Edwards	EST3
49	Orchard	6300 Howell's Ferry Road	Mobile	36618-3172	221-1571	Yes	Edwards	EST3
50	O'Rourke	1975 Leroy Stevens Rd.	Mobile	36695-4145	221-1585	Yes	Edwards	EST3
51	Regional School	3980 Burma Rd.	Mobile	36693-4522	221-5454	Yes	Simplex	4010
52	Robbins	2416 West Main St.	Prichard	36610-2727	221-1600	Yes	Edwards	EST3
53	Semmes Elem	10100 Blackwell Nursery Rd.	Semmes	36575-5104	221-1631	Yes	Simplex	4010
54	Semmes Middle	4566 Ed George Road	Semmes	36575-5030	221-2344	Yes	Edwards	EST3
55	Clark/Shaw Magnet	5960 Arlberg St.	Mobile	36608-3677	221-3305	Yes	Edwards	EST3
56	Old Shell Rd. Magnet	3160 Heather Street	Mobile	36607-2606	221-1661	Yes	Simplex	4010
57	Tanner Williams	13700 Tanner Williams Rd.	Wilmer	36587-7002	221-1675	Yes	Edwards	EST3
58	Turner	8361 Lott Road	Mobile	36587-9559	221-1285	Yes	Edwards	EST3
59	Vigor	913 North Wilson Ave.	Prichard	36610-2348	221-3374	Yes	Edwards	EST3
60	Spencer/Westlawn	3071 Ralston Road	Mobile	36607-5027	221-1705	Yes	Simplex	4010
61	Williamson	1567 East Dublin Street	Mobile	36605-1740	221-3411	Yes	Edwards	EST3
62	Wilmer	7456 Wilmer Georgetown Road	Wilmer	36587-4407	221-1780	Yes	Edwards	EST3
63	Denton	3800 Pleasant Valley Road	Mobile	36609	221-2148	Yes	Edwards	EST3
64	Pillans	2051 Military Road	Mobile	36605	221-2300	Yes	Edwards	EST3
65	LeFlore	700 Donald Street	Mobile	36617	221-3125	Yes	Edwards	EST3
66	Meadowlake	8115 Three Notch Road	Mobile	36619	221-1529	Yes	Edwards	EST3
67	Blount	5450 Lott Road	Eight Mile	36613	221-3070	Yes	Edwards	EST3
68	St. Elmo	8666 McDonald Road	Irvington	36544	957-6314	Yes	Edwards	EST3
69	New Kate Shepard	3980-B Burma Road	Mobile	36693	221-1645	Yes	Edwards	EST3
70	Gilliard	2757 Dauphin Island Pkwy	Mobile	36605	221-1820	Yes	Edwards	EST3
71	Haskew	7001 White Oak Drive	Irvington	36582	221-1850	Yes	Edwards	EST3

APPENDIX A

	SCHOOL	ADDRESS	CITY	ZIP	PHONE #	FIRE ALARM	MANUFACTURER	MODEL#
72	Council	751 Wilkinson Street	Mobile	36603	221-1139	Yes	Edwards	EST3
73	John Will	5750 Summit Ave.	Mobile	36608	221-1750	Yes	Edwards	EST3
74	Booth	1701 Hurricane Blvd	Irvington	36544	824-1740	Yes	Edwards	EST3
75	Phillips Prep	3255 Old Shell Road	Mobile	36607	221-2287	Yes	Edwards	EST3
76	ESL	1176 Azalea Road	Mobile	36693-2808	221-5189	Yes	Edwards	EST3
77	Dawes Intermediate	10451 W. Lake Road	Mobile	36695	221-1485	Yes	Edwards	EST3
78	North Mobile Middle	1950 Salco Road W.	Axis	36505	221-2000	Yes	Edwards	EST3
79	Collins Rhodes	5110 St. Stephens Rd.	Eight Mile	36613	221-1226	Yes	Edwards	EST3
80	Dunbar Magnet	500 St. Anthony Street	Mobile	36603	221-2160	Yes	Edwards	EST3
81	Morningside	2700 S. Greenbrier Dr.	Mobile	36605	221-1540	Yes	Edwards	EST3
82	Scarborough	1800 Phillips Lane	Mobile	36618	221-2323	Yes	Edwards	EST3
83	B.C. Rain	3125 Dauphin Island Pkwy	Mobile	36605	221-3233	Yes	Edwards	EST3
84	Taylor White	476 Eliza Jordan Rd. North	Mobile	36608	221-1465	Yes	Edwards	EST3
85	Theodore High	6201 Swedetown Rd.	Theodore	36582	221-3351	Yes	Edwards	EST3
86	Central Office	1 Magnum Pass	Mobile	36618	221-4000	Yes	Edwards	EST3
87	Evans Special School	6301 Biloxi Avenue	Mobile	36608	221-5400	Yes	Edwards	EST3
88	Whitley Elementary	528 Capt. Leon C. Roberts St.	Prichard	36610	221-1737	Yes	Edwards	EST3
89	Alta Academy	1870 Pleasant Avenue	Mobile	36617	221-2122	Yes	Edwards/Firesield	FS4002

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

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.

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

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 19-95

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

VENDOR NAME: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: ___ YES ___ NO

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

IS THE COMPANY INCORPORATED ___ YES ___ NO

ETHNICITY OF OWNERSHIP:

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

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Organization Name

PR/Award Number of Project Name

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

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

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

VENDOR DISCLOSURE STATEMENT

Information and Instructions

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

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

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

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

Definitions as Provided in Act 2001-955

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

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

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

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

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

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

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

Instructions

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

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



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

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

- Yes
 No

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

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

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

- Yes
 No

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

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

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

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

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

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

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

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

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

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

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

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

(d) Buy American—

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

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

(2) Requirement.

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

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

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

(f) Cost reimbursable contracts—

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

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

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

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

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

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

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

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

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

(g) Geographic preference.

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

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

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(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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