



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. 21-49
BUYER: RHONDA WILLIAMS

June 9, 2021

INVITATION TO BID **DEBRIS REMOVAL SERVICES**

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, July 8, 2021 @ 10:00 AM** at which time they will be publicly opened and read aloud.

1. The submission of the bid by the vendor, acceptance and award of the bid by the School Board of Mobile County, Alabama, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Mobile County Public School System, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:

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) National Defense Authorization Act (NDAA) Section 889

13.HAZARDOUS AND TOXIC SUBSTANCES:

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

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

14. INVOICING, DELIVERY, PACKAGING:

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

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

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

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

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

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called for. The Board reserves the right to request 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**

MINIMUM SPECIFICATIONS DEBRIS REMOVAL SERVICES

I Intent of Bid

- A. The intent of this bid is to establish a contract between the Board and bidder for debris removal services as specified herein.

II Qualifications of Bidders

- A. Any person, firm, or corporation submitting a proposal must be engaged on a fulltime basis in the debris removal services/ supply business.
- B. Bidder must have been established for a minimum of five (5) years and/or must demonstrate that they have adequate equipment, finances, and personnel to successfully perform all services required. Bidder must be in full compliance with all AEMA Alabama Emergency Management Agency and/or FEMA Federal Emergency Management Agency guidelines and regulations applicable at the time work is performed to ensure reimbursement, if reimbursement is available have commercial lawn equipment that is capable of handling the scope of work.
- C. **Each bidder must submit with their proposal a bid bond or cashier's check in the amount of \$5,000.00.**
- D. All bidders must provide three (3) references for services rendered to public/commercial clients which are similar in size and scope: (Submit with proposal)

Three (3) Project References:

Name of Firms/Organizations for whom the bidder has performed work;

Address;

Telephone Number;

Contact Person;

Title.

III Method of Award

- A. The contract will be awarded to the lowest responsible bidder complying with all established requirements of this document as follows:
 - 1. Award will be made in the best interest of the school district.
 - 2. Demonstrated capability and understanding of the bidder to accomplish the scope of work required in the solicitation will also be considered. This includes performance history, references and equipment.
 - 3. The Board reserves the right to consider any other factor(s) in its bid evaluation if considered in the best interest of the Board to do so. The decision of the Board is Final.

IV Contract Terms

- A. The Board will contract with the successful bidder for a period of one year from the Board approval date. The contract may be renewed annually for a term of twelve (12) months at the same terms and conditions, if agreed upon by both parties, up to a maximum of two (2) years.
- B. The Board reserves the option to cancel the contract with thirty (30) days written notice to the successful bidder.

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. Payment will be after the work has been completed for each month.
- 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.

Any questions concerning this bid should be sent in writing to the MCPSS Purchasing Department, Attn: Rhonda Williams, E-mail: rbwilliams@mcpss.com and Russell Hudson, E-mail: rhudson@mcpss.com. All questions must be submitted by June 28, 2021 @ 3:00PM The Questions submitted and Answers will be posted on the MCPSS Purchasing Website under Invitation to Bid #21-49 and will be updated as they come in. It is the responsibility of the vendor to check the Website daily (Note: This information will be located at www.mcpss.com, Our System, Business then scroll down to Invitation To Bid). THIS IS FOR INFORMATION PURPOSES ONLY.

INTRODUCTION

Recent natural disasters in Alabama have shown the need to have pre-event debris removal services contracts available to provide debris removal activities necessary as a result of a disaster. The Mobile County School System hereafter referred to as MCPSS will require the successful bidder to adhere to FEMA's PAPPG Guidelines in Chapter 7 Debris Removal as well as other publications listed in the scope of services. The successful bidder will provide locations with addresses and school names, GPS coordinates, and pictures of all debris sites all on approved FEMA paperwork.

While it is anticipated that these debris removal services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non-declared disaster events.

It is a requirement of this bid offering that the successful bidder be able to provide the services set out in these bid specifications in full compliance with all AEMA Alabama Emergency Management Agency and/or FEMA Federal Emergency Management Agency guidelines and regulations applicable at the time work is performed to ensure reimbursement, if reimbursement is available. Any conflict with the language included in these specifications shall be construed to comply with FEMA requirements.

The debris removal services contractor will work closely throughout the project with designated MCPSS personnel and/or the monitoring services contractor. Both MCPSS and the monitoring services contractor will provide the debris removal services contractor with names, contact information, and programs areas of appropriate county and monitoring services contractor personnel.

SCOPE OF SERVICES

The bidder must demonstrate in his or her bid documents that the debris removal services contractor shall be capable of delivering each of the following services in compliance with all AEMA and/or FEMA guidelines and regulations by the county where the contract is awarded.

The scope of services as described below shall be considered minimum standards to meet in submitting bids and/or providing services in the event the bidder is awarded the regional debris removal services contract under this bid offering.

The debris removal services contractor shall be experienced and knowledgeable in handling and executing disaster debris removal in compliance and consistent with the policies and publications of the AEMA, FEMA, and FHWA in effect at the time of the work being performed. Throughout these bid specifications, any reference to FEMA shall also imply FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. Examples of guidelines and regulations include but are not limited to the following:

FEMA 321	Public Assistance Policy Digest - January 2008
FEMA 322	Public Assistance Guide - June 2007
FEMA 323	Applicant Handbook - March 2010
FEMA 325	Debris Management Guide - July 2007
FEMA 327	Debris Monitoring Guide - October 2010

FEMA 329 Debris Estimating Field Guide - September 2011 Emergency Relief Manual
(Federal-Aid Highways) - November 2009 State of Alabama Administrative
Regulations for Public Assistance for state-managed events in compliance
with Alabama Act No. 2009-342
FEMA PAPPG Chapter 7 debris requirements

Except by written consent and agreement by MCPSS, the debris removal services contractor is expected to complete all activities for MCPSS within 90 days of the date of a declaration of emergency or disaster or, if there is no emergency or disaster declaration, within 90 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from MCPSS that the last load of debris has been delivered unless there is a written extension of time granted by MCPSS. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the debris removal services contractor and, where applicable, approved by AEMA and/or FEMA. The contract shall provide for the assessment of liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established. All documentation must be submitted in a timeframe established by FEMA in order for the applicant to be reimbursed. The contractor will be given specific calendar timelines in order for documentation to be submitted which must be adhered to, any changes in dates after being directed and approved by FEMA will be relayed to the contractor.

Project Management and Work Forces

The debris removal services contractor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal and reduction of all eligible debris. This shall include, at a minimum, a project manager, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.

The bidder must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The debris removal services contractor may use contract labor for this function and is encouraged to employ local residents and subcontractors in the activating county. However, the bidder shall document in his or her bid that his or her company can, through the use of company personnel and equipment, remove at least 30% of debris utilizing the bidders own equipment and personnel within the 180 day time frame for completion of the project.

Project Manager

The debris removal services contractor shall have a project manager assigned at the time of contract activation and shall provide adequate contact information regarding this person in its initial response to the Notice to Proceed. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a project manager at the time of reacting to a Notice to Proceed and that said project manager will be able to perform all duties set out herein.** The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA and FEMA related issues.

Additionally, the project manager shall perform, at a minimum, each of the following duties:

- (1) meet with designated personnel from MCPSS immediately upon receipt of the Notice to Proceed to discuss the scope of services expected
- (2) remain within the activating county during all work hours throughout the length of the project

- (3) schedule and coordinate daily debris removal activities with designated MCPSS personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
- (4) attend and participate in meetings and press conferences with designated MCPSS personnel as determined necessary.
- (5) oversee and supervise all debris removal and disposal activities throughout the project
- (6) regularly communicate with designated county and monitoring services contractor personnel to keep MCPSS informed of all aspects of the debris removal and disposal activities
- (7) provide input MCPSS to improve efficiency of collection and removal of debris
- (8) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris

Safety Officer

The debris removal services contractor shall have a safety officer assigned to a project to ensure work site conditions and equipment are safe and operable and that all workers are performing all activities in a safe manner. The safety officer may be the contractor's project manager, but he or she shall be able to dedicate the appropriate time to issues of safety as deemed necessary to ensure safe work conditions and practices in all work areas. The safety officer shall be available in person to designated MCPSS personnel at any time during the project. MCPSS may require the contractor to appoint a new safety officer if MCPSS determines the contractor is not adequately addressing safety concerns. MCPSS may also cease work of the contractor if it determines safety concerns are not being addressed in a timely and sufficient manner.

Environmental Permits, Fees, and Protections

The debris removal services contractor is responsible for obtaining all necessary and applicable environmental and regulatory permits prior to commencing any debris removal or disposal activities. Copies of all documentation evidencing proper permitting and approval shall be provided to MCPSS before any activities begin.

The debris removal services contractor shall be responsible for dust control and all other environmental safeguards and protections as necessary. All such safeguards and protections shall comply with federal and state laws and regulations regarding same.

Eligible Debris Removal

The debris removal services contractor shall be responsible for clearing, separating, and removing any and all eligible debris from all locations identified by MCPSS using the procedures set out in these bid specifications. Services shall include at a minimum each of the following:

- (1) examining and sorting debris into separate categories
- (2) loading the sorted debris onto appropriate equipment hauling and
- (3) hauling the eligible, sorted debris to an appropriate, approved reduction and/or disposal site

The debris removal services contractor shall only be authorized to clear, separate, and remove eligible debris as directed by MCPSS and shall only be paid by MCPSS for removal of eligible debris.

The debris removal services contractor shall document ineligible debris left at a debris removal location and shall notify the designated MCPSS representative immediately of any ineligible debris placed at the right of way for collection.

“Eligible debris” is all disaster-related debris located on MCPSS properties as long as:

- (1) the debris complies with current or future AEMA and/or FEMA debris eligibility guidelines and regulations
- (2) the removal of the debris is the legal responsibility of the activating county and
- (3) the debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility

The types of eligible debris which the contractor may be required to remove include, at a minimum, each of the following:

- (1) Trees and limbs
- (2) Stumps
- (3) Construction and demolition debris
- (4) Scattered displaced debris
- (5) Household hazardous waste
- (6) Vegetative debris
- (7) White goods
- (8) Electronic waste
- (9) Waterway debris
- (10) Sand and silt
- (11) Vehicles
- (12) Vessels
- (13) Biowaste

There are special rules and procedures for the removal and/or disposal of certain types of eligible debris as set out in these bid specifications. The debris removal services contractor shall at all times comply with these procedures and all AEMA and FEMA guidelines and regulations related to same.

Debris Removal Procedures

The debris removal services contractor shall perform all debris removal services necessary as directed by MCPSS. The contractor will provide detailed location addresses, names of property, GPS coordinates, and pictures on the FEMA approved photo sheet of each site. MCPSS may limit the services to be performed by the debris removal services contractor. All work shall be accomplished in a safe manner in accordance with state and county standards and guidelines and all debris removal work areas shall be left clear of debris and as clean as reasonable and practical before the contractor leaves the area.

MCPSS may periodically inspect any and all debris removal locations, verify quantities of debris collected and review debris removal activities of the contractor.

All work shall be conducted in such a manner that will not interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. The contractor shall only perform services authorized by MCPSS. Additionally, the contractor shall not enter onto private property for debris removal activities conducted on behalf of MCPSS and shall not solicit work from private citizens or others while performing services for MCPSS.

The following procedures will be utilized by the debris removal services contractor for each of the categories of debris and work set out below.

Trees, Limbs, and Stumps

The debris removal services contractor shall be responsible for cutting down and removing hazardous trees, limbs, and stumps that qualify as eligible debris under AEMA and/or FEMA guidelines and regulations. Prior approval of AEMA and/or FEMA may be required.

Eligible, approved uprooted trees with exposed roots shall be removed in their entirety with the stump hole backfilled with compatible material. Holes present as a result of uprooted trees in the public right of way shall be backfilled to ground level with approved soil.

Partially uprooted stumps on improved public property or rights of way with an exposed root ball of 24" or larger that create an immediate threat to life, public health, and safety shall be removed. Stumps which must be extracted by mechanical means shall be addressed on a case-by-case basis by MCPSS and, where applicable, only after AEMA and/or FEMA has approved the extraction. Stumps that are not eligible for reimbursement shall be flush cut to the ground. Stumps shall be hauled separately from other debris and individually measured by MCPSS for conversion to cubic yards using the attached Stump Conversion Table.

Leaning or fallen trees which extend onto the public right of way or roadway from private property and which are at risk of falling onto the roadway or across a fence line shall be removed by cutting the tree at the property line or at the edge of the right of way. Only that part of the debris that lies within the right of way shall be removed. Standing, dead trees are **not** eligible for removal.

Hazardous tree limbs two inches or greater in diameter that are still hanging in the tree (tree hangers) and are threatening a public use area, such as a trail, sidewalk, road, etc. are considered eligible debris and shall be cut down.

Construction, Demolition, and Scattered Displaced Debris

The debris removal services contractor shall remove construction, demolition, scattered displaced debris, and homeowners' debris placed within the MCPSS right-of-way areas. Construction and household debris should not be mixed with vegetative debris or appliances, hazardous and toxic waste. Household garbage shall **not** be collected.

Household Hazardous Waste (HHW)

Material classified as household hazardous waste shall be segregated from all other debris using a method which will allow the remaining non-household hazardous waste debris to be processed separately. Designated MCPSS personnel shall be notified immediately when household hazardous waste is found. All household hazardous waste debris will be moved and placed in the designated household hazardous waste containment area at the appropriate disposal site.

Vegetative Debris

The debris removal services contractor shall perform vegetative debris by either following FEMA's guidelines for dump sites (preferred) or open burning whenever possible. Preparation and operation of the site for burning shall meet all safety standards and recommendations by local and state officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be tested as prescribed by the appropriate regulatory agency. If test results allow, ash shall be land-applied to the burning site and incorporated into the soil by tilling. However, if the test results require, the ash from burning shall be loaded and transported to an approved landfill for disposal.

In the event regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the contractor shall accomplish vegetative debris reduction by air curtain incineration, chipping, and/or grinding as directed by MCPSS.

White Goods

The debris removal services contractor shall collect and dispose of eligible white goods in compliance with all applicable federal, state and local laws and regulations. White goods include appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers.

Electronic Waste

The contractor shall collect and dispose of eligible electronic waste in a manner complying with all applicable federal, state and local laws and regulations. Electronic waste means electronic products placed at the right of way, including but not limited to televisions, computers, computer peripherals (e.g., monitors and keyboards), audio and stereo equipment, VCRs, DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.

Sand and Silt Removal

Where applicable, the debris removal services contractor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt and rock deposited on MCPSS right of way or public property.

Vehicle Removal

The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vehicles deposited on MCPSS right of way.

Vessel Removal

The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vessels deposited on MCPSS right of way, waterways, or public property.

Biowaste

The debris removal services contractor shall be responsible for the removal and disposal of waste capable of causing infection to humans such as animal waste, human blood and pathological waste. Material which is found to be classified as biowaste shall be reported immediately to designated MCPSS personnel. This material shall be segregated from the remaining debris using a method which will allow the remaining non-biowaste debris to be processed separately.

Debris Disposal Sites and Procedures

The disposal of all debris removed from a debris location site shall be the responsibility of the debris removal services contractor. All debris shall be disposed in compliance with applicable federal, state, or local laws, regulations, or guidelines providing for proper disposal of the particular type of debris.

The debris removal services contractor shall be responsible for securing staging, reducing and disposal sites for the disposal of all debris collected, with one site identified as the primary debris management site. The contractor shall submit to MCPSS a listing and location map for all proposed staging, reducing and

disposal sites. All disposal sites, including the primary debris management site, shall be approved in writing by MCPSS prior to use of any disposal site.

The contractor shall be responsible for obtaining all necessary and applicable permits for each disposal site and for payment of any and all landfill disposal fees necessary for proper final disposal of collected debris. The contractor is also responsible for returning the primary debris management site to pre-disaster conditions upon project completion.

The contractor shall provide inspection towers at all debris management sites and at all approved disposal sites. This tower shall be constructed such that debris removal monitors can see the bed when empty and fully view the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements and be constructed to the U.S. Army Corp of Engineers' (USACE) standards for inspection towers. The contractor shall remove and dispose of the inspection towers following completion of the debris removal.

The contractor shall provide portable restroom facilities at all approved disposal sites.

The debris removal services contractor shall construct a household hazardous waste containment area consisting of an earthen berm with a non-permeable liner at all disposal sites where such debris will be transported. The containment area shall be covered at all times with a non-permeable cover.

The debris removal services contractor shall be responsible for managing all disposal sites, including the primary debris management site. The daily operation of all disposal sites shall coincide with hauling operations during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by designated MCPSS personnel or as otherwise required by law or regulation.

Other management responsibilities will include at a minimum:

- (1) providing all weather road access for debris trucks,
- (2) providing dust control,
- (3) providing fire prevention treatments to the site,
- (4) providing site security,
- (5) managing the volume of debris in an orderly and safe manner, and
- (6) stockpiling of material.

RESPONSIBILITY FOR DAMAGE AND VIOLATIONS

The debris removal services contractor shall exercise due care in the performance of all activities to minimize any damages to trees, shrubs, landscaping and public or private property. The contractor shall be responsible for damages to any property caused by its equipment or workers at no expense to MCPSS. MCPSS shall be notified immediately of any damages which occur during debris removal activities conducted by the contractor.

The debris removal services contractor shall be responsible for any and all corrective action required in response to any notices of violations issued by any federal, state, or local agency as a result of the contractor's actions while conducting activities on behalf of MCPSS. All corrective actions shall be taken at the contractor's expense. Additionally, the contractor shall be solely responsible for the payment of any fines or penalties resulting from any such violations.

EQUIPMENT

All equipment to be utilized by the debris removal services contractor shall comply with all applicable federal, state, and local rules and regulations and shall be inspected and approved by MCPSS prior to use. The debris removal services contractor shall provide all labor and materials necessary to fully operate and maintain all equipment to be utilized. Additionally, all equipment must meet the following minimum standards:

- (1) All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris
- (2) All trucks and other equipment shall be equipped with back up alarms
- (3) Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment
- (4) "Hand loading" of trucks and trailers is prohibited
- (5) Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, shall cover the front and both sides, and shall be constructed in a manner to withstand severe operating conditions.
- (6) Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides
- (7) All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls
- (8) All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity
- (9) Plastic webbing is not acceptable for a tailgate
- (10) All hauling equipment shall be measured and marked for its load capacity
- (11) Loading equipment shall be rubber-tired and sized properly to fit loading conditions

All trucks and other heavy equipment utilized by the contractor shall be equipped with signs attached to both sides of the equipment which contain the following information:

- (1) Company Name
- (2) Truck Number
- (3) Cubic Yardage
- (4) Inspector's Name and Date

Magnetic signs are not permitted.

The debris removal services contractor shall allow inspection by MCPSS of all trucks, trailers, or containers that will be used for hauling debris prior to commencing any debris removal activities and shall notify MCPSS each time a new truck, trailer or container is to be used. Each truck or trailer shall be measured to determine the load capacity, which capacity shall be clearly displayed on the truck or trailer at all times. The contractor shall not allow the capacity of debris loaded on any truck or trailer to exceed 100% of the measured volume. MCPSS may re-measure all equipment at any time.

If the debris removal services contractor plans to rent equipment for any of the debris removal activities set out in these bid specifications, he or she shall provide MCPSS with an Equipment Rental Schedule, which shall include operators for initial emergency clearing of MCPSS property. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates shall include the cost of protective clothing, including hard hats and steel toed boots, fringe benefits, hand tools,

supervision, transportation and any other costs. MCPSS may terminate the equipment rental work at any time.

There shall not be a minimum number of hours guaranteed for use of rental equipment. The contractor will be reimbursed for the cost of equipment rental based on number of verified hours worked, not to exceed 70 hours per piece of equipment or worker.

REPORTING REQUIREMENTS

The debris removal services contractor shall be required to keep complete and accurate records of all activities as set out in these bid specifications. Load tickets shall be used for all debris removal and disposal activities and daily reports shall be filed as set out herein.

Debris Removal Site Documentation

The debris removal services contractor shall document conditions at all debris removal locations prior to beginning work at the area. Documentation shall include photographs and/or video tape of the location. Additionally, the contractor shall document with photographs and/or video tape all items left at a debris removal location at the time the contractor leaves the area.

Load Tickets

The debris removal services contractor shall utilize load tickets for recording the cubic yard volume of debris removed from a debris removal location. Any item paid by weight shall indicate tare and gross weight for the load. Load tickets to be utilized shall be submitted to MCPSS for approval prior to beginning work on a project.

The load ticket shall be sequentially numbered with a minimum of four-parts and shall contain the following information:

- (1) Ticket Number
- (2) Contractor Name
- (3) Sub-Contractor Name
- (4) Date
- (5) Truck or Roll-off Number
- (6) Truck Capacity
- (7) Point of Debris Collection
- (8) Point of Debris Disposal
- (9) Loading Departure Time
- (10) Disposal Site Arrival Time
- (11) Percent of Load
- (12) Actual Debris Volume
- (13) Debris Eligibility
- (14) Debris Classification
- (15) Tare and gross weight, where applicable
- (16) GPS location of the dump site using Google Earth or like kind search

Designated personnel from MCPSS or debris monitoring services contractor shall distribute load tickets to the debris removal services contractor prior to transportation of debris from the debris removal location after verifying the hauler and equipment, type of debris to be collected, percentage of truck capacity, and the actual cubic yards of eligible debris. The original load ticket shall be retained by MCPSS

personnel or debris monitor contractor at the primary debris management disposal site and the remaining copies shall be distributed as follows:

- (1) One part to the designated MCPSS personnel or debris removal monitor at the loading site
- (2) One part to the designated MCPSS personnel or debris removal monitor at the debris management site/disposal site upon arrival of the hauling equipment
- (3) One part to the hauler when exiting the debris management site after unloading debris

All load tickets shall be submitted with the debris removal services contractor's daily report.

Daily Reporting

The debris removal services contractor shall submit a daily report to MCPSS throughout the length of the project utilizing the Daily Haul Record provided for that purpose. Each report shall contain, at a minimum, the following information:

- (1) Contractor's Name and Contract Number
- (2) Daily and cumulative totals of debris hauled to each identified volume reduction site
- (3) Daily and cumulative totals of debris hauled to identified permitted landfills
- (4) Daily and cumulative totals of debris processed at a disposal site
- (5) Type of debris hauled

Discrepancies between the daily report and corresponding load tickets shall be reconciled no later than the following day after the discrepancy is identified.

BONDING AND INSURANCE

All bidders shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of liquidated damages:

General and Professional Liability Insurance

The debris removal services contractor shall maintain such general and professional liability insurance as will protect the contractor and MCPSS from any claims for workmen's compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to MCPSS as a result of the denial of AEMA and/or FEMA reimbursement due to the errors and/or negligence of the monitoring services contractor. Such insurance shall be written by companies authorized to do business in Alabama.

Proof of insurance with the following minimum coverage shall be included with each bid submitted by the monitoring services contractor:

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence
\$1,000,000 - Bodily injury and property damage combined aggregate
\$1,000,000 - Personal injury aggregate

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage
Any automobile including hired and non-owned vehicles

Statutory Workers Compensation as required under Alabama law

Employers Liability:
\$100,000 - Limit each occurrence

Umbrella Coverage:
\$1,000,000 - Each occurrence
\$1,000,000 – Aggregate

Payment and Performance Bond

The debris removal services contractor shall also be required to execute a payment and performance bond equal to 100% of the estimated cost of a project conducted on behalf of MCPSS upon receipt of a Notice to Proceed. All bidders shall include in their bid proof of ability to secure such payment and performance bond as evidenced by letter of credit from a bank in the state of Alabama holding deposits for the bidder's company or a statement from a surety company satisfactory to demonstrate the bidder's ability to secure such bond in the event required due to activation by one or more of the counties included in the regional contract executed with the successful bidder.

Additionally, the debris removal services contractor shall be required to post a contractual payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract between the awarding authority and the successful bidder/monitoring services contractor. This bond shall be made payable to the awarding authority on behalf of MCPSS and shall be called in on behalf of MCPSS sending the monitoring services contractor a Notice to Proceed in the event the debris removal services contractor fails to execute the above-referenced performance bond required upon receipt of a Notice of Proceed or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bond required herein. **Each bidder must provide proof of his or her ability to secure this bond at the time of execution of the contract if he or she is determined to be the lowest responsible bidder meeting bid specifications.**

PRICING AND PAYMENT PROCEDURES

The bidder shall include his or her bid pricing schedule on the attached Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing. Some bid items or activities will have special rules as set out below:

- (1) The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor
 - (2) Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal
 - (3) The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway
 - (4) Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal
 - (5) Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris
-

- (6) Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning
- (7) Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling

Additionally, as noted throughout these bid specifications, the successful bidder/debris removal services contractor shall be responsible for the payment of all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. All such costs shall be considered by the bidder in establishing the bid prices submitted.

The debris removal services contractor shall be expected to mobilize and sustain its workforce in all activating counties in a region for a period of 90 days prior to any reimbursement by MCPSS. All bids shall include a statement acknowledging and accepting these terms. MCPSS may agree to reimburse the debris removal services contractor within a shorter time frame but shall not be contractually required to make any payments in less than 90 days. After the initial 90-day period expires, the contractor shall be entitled to payment for the first 30 days of work performed by MCPSS after the Notice to Proceed provided the contractor has satisfactorily performed the functions required under the contract. MCPSS shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed
- Debris removal services contractor reports to MCPSS within 24 hours of notice which serves as first day of billing cycle for Month 1
- Contractor submits bill to MCPSS for first 30-day period within one week of the end of Month 1 with same procedure for subsequent months during the project
- At the end of the third month, MCPSS remits payment for Month 1 within one week of receiving bill if satisfactory work has been performed
- Process continues until work is completed and payments are complete

Payment for work completed may be invoiced on a monthly basis after the initial 90-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the contractor.

The debris removal services contractor shall be expected to work diligently and efficiently to complete the debris removal and disposal project in any activating county in the shortest time possible. MCPSS may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the contractor during any period for which a payment is due. Additionally, MCPSS shall recover from the contractor any delay costs caused by the acts or omissions of the contractor or his or her agents.

MCPSS may also withhold payment or final payment for reasons including, but not limited to the following:

- (1) unsatisfactory job performance or progress
- (2) defective or disputed work

- (3) failure to comply with material provisions of the contract
- (4) third party claims filed
- (5) damage to the MCPSS right of way or other county-maintained properties
- (6) reasonable evidence that a claim will be filed

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 90 days of the certification of completion of the project by MCPSS, provided the debris removal services contractor has filed all contractually required documents and certifications with the activating county, including acceptable evidence of the satisfaction of all claims or liens.

BID SUBMITTAL FORM

Debris Removal Services Bid

Company Name: _____

Address: _____

Bid Submitted by: _____
(Name of company representative)

Title: _____ e-mail address: _____

Phone: _____ Fax: _____

BID PRICING Debris Removal Services					
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001.		Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1)	Cubic Yard		
	N/A	Haul Range – 0 to 15 miles		_____	_____
	N/A	Haul Range – 16 to 30 miles		_____	_____
	N/A	Haul Range – 31 to 60 miles		_____	_____
	N/A	Haul Range – Greater than 60 miles		_____	_____
002.		Removal and Disposal of Eligible Construction & Demolition (C&D) debris to approved Landfill (see note no. 1)	Ton		
	N/A	Haul Range – 0 to 15 miles		_____	_____
	N/A	Haul Range – 16 to 30 miles		_____	_____
	N/A	Haul Range – 31 to 60 miles		_____	_____
	N/A	Haul Range – Greater than 60 miles		_____	_____
003.	N/A	Air Curtain Burning Vegetative Debris at Debris management site (Including cost of Ash Removal & Disposal)	Cubic Yard		
004.	N/A	Chipping or Grinding Debris at Debris management site (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard		
005.	N/A	Stump Extraction (see note no. 2) Diameter – larger than 24" to 36"	Each	_____	_____

	N/A N/A	Diameter – larger than 36” to 48” Diameter – larger than 48”	Stump	_____	_____
006.	N/A	Stump Fill Dirt (Fill dirt for stump holes after removal)	Cubic Yard		
007.	N/A N/A N/A N/A N/A	Flush Cutting Hazardous Trees (see note no. 3 and 4) 6” – 12” diameter 13” – 24” diameter 25” – 36” diameter 37” – 48” diameter 49” diameter and up	Each Tree	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
008.	N/A	Trees with Hazardous Hanging Limbs (2” diameter limbs and up) Hazardous hanging limb removal	Each Tree		
009.	N/A	Freon Recovery and Recycling	Each Unit		
010.	N/A	Pick up and Disposal of “White Goods”	Each Unit		
011.	N/A	Dead Animal Collection, Transport and Disposal	Per Pound		
012.	N/A	Electronic Waste	Each Unit		
013.	N/A	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound		
014.	N/A	Waterway Debris Removal	Per Cubic Yard		
015.	N/A	Sand and Silt Removal	Per Cubic Yard		
016.	N/A	Vehicle Removal	Each		
017.	N/A	Vessel Removal (Land)	Linear Foot		
018.	N/A	Vessel Removal (Marine)	Linear Foot		
019.	N/A	Biowaste Removal	Pound		

Note No. 1: Haul distances shall be calculated using a straight line distance from the loading area to the nearest approved reduction site or landfill.

Note No. 2: Stump/tree diameter measured 2 feet up from ground line.

Note No. 3: Flush cutting is defined as level to the ground line.

Note No. 4: Tree diameter measured 4.5 feet up from ground line.

Stump Conversion Table Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

By initialing beside each item set out below and signing this Bid Submittal Form, the bidder affirmsthat he or she understands the bid pricing requirements acknowledges that each of the following was taken into account in determining the above-stated bid prices:

*Bidder
's
Initials*

The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor

Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal

The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway

Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction and Demolition Debris Removal

Payment for the preparation and operation of all vegetative debris managementsites shall be included in the unit price for removal and disposal of eligible vegetative debris

Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid atthe unit price for open burning

Removal and recycling of freon from appliances and disposal of white goods shall bepaid at the unit price for freon recovery and recycling

That the successful bidder will be responsible for all equipment rental and landfill and permit fees required for a project at the MCPSS

In addition to the above-stated bid prices, by initialing below and signing this Bid Submittal Form, the bidder acknowledges that he or she has attached documentation to demonstrate ability to meet each of the following project requirements:

Bidder's Initials

Ability to activate simultaneously for the MCPSS _____
Identify documentation attached _____

Ability to perform services as required by bid _____
specifications
Identify documentation attached _____

Ability to activate adequate and properly trained personnel to perform _____
services in compliance with AEMA and FEMA guidelines to ensure
reimbursement to the fullest extent possible, if reimbursement is
available
Identify documentation attached _____

Record of past performance on other debris removal services _____
contracts in compliance with AEMA and/or FEMA guidelines
Identify documentation attached _____

Financial ability to perform services required for the MCPSS under the payment _____
procedures set out in the bid specifications
Identify documentation attached _____

Proof of general and professional liability insurance to cover any damages resulting _____
from services provided by the successful bidder, including any denial of
reimbursement due to the actions or inactions of the debris removal
services contractor
Identify documentation attached _____

Ability to secure a payment and performance bond upon receipt of a _____
Notice to Proceed by the MCPSS
Identify documentation attached _____

Ability to post a payment and performance bond at the time of execution of the _____
contract as required in the bid specifications
Identify documentation attached _____

By initialing below and signing this Bid Submittal Form, the bidder also acknowledges and agrees to each of the follow:

Bidder's Initials

That the bid submitted meets the bid specifications _____

That, if determined to be the lowest responsible bidder, he or she will execute a contract with the awarding authority for this region on behalf of all counties in the region _____

That the bid prices set out on this Bid Submittal Form will be honored for the MCPSS for the period from Aug. 1, 2021 to July 31, 2022 _____

That the company has the capability to provide services to MCPSS simultaneously _____

That the company listed above will respond to any Notice to Proceed within the time frame and under the procedures set out in the bid specifications _____

That the bidder will provide all bonding in the amounts and at the times required in the bid specifications _____

Signature of company representative submitting bid: _____

Title: _____

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

Vendor Information

Name: _____

Address: _____
Street Address *Suite/Unit #*

City *State* *ZIP Code*

Phone: () _____ Alternate Phone: () _____

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

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

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

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

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

Employee Signature

Date

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
- ☐ 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#: 21-49

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: _____

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

EXPLANATION

[illegible]

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Organization Name

PR/Award Number of Project Name

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

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

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

VENDOR DISCLOSURE STATEMENT

Information and Instructions

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

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

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

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

Definitions as Provided in Act 2001-955

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

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

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

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

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

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

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

Instructions

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

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



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

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

☐

Yes

☐

No

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

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

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

☐

Yes

☐

No

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

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

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

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

OVER

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

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

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

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

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

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

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

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 7: Agriculture

PART 210—NATIONAL SCHOOL LUNCH PROGRAM

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

(d) Buy American—

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

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

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

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

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(f) Cost reimbursable contracts—

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

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

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

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

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

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

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

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

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

(g) Geographic preference.

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

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

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

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

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

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

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

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

This institution is an equal opportunity provider.