

NOTICE

COURIER INSTRUCTIONS

THE CENTRAL OFFICE IS CLOSED DUE TO THE COVID-19 OUTBREAK. WE ARE SUGGESTING THE FOLLOWING :

PLEASE USE A TRACKING NUMBER REGARDLESS OF THE METHOD YOU SELECT. THIS WILL INSURE ACCOUNTABILITY OF RECEIVING YOUR BID RESPONSE

- 1. OUR CENTRAL WAREHOUSE IS RECEIVING FEDEX AND UPS ON MONDAY, WEDNESDAY AND THURSDAY OF EACH WEEK.**
- 2. UNITED STATES POSTAL SERVICE IS RECEIVED MONDAY – THURSDAY (USE TRACKING)**

**MOBILE COUNTY PUBLIC SCHOOLS
1 MAGNUM PASS
MOBILE, AL 36618**

**PO BOX 180069
MOBILE, AL 36618**



Mobile County PUBLIC SCHOOLS

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

BOARD OF SCHOOL COMMISSIONERS
Don Stringfellow, President - District 2
Reginald A. Crenshaw, Ph.D., Vice President - District 3
L. Douglas Harwell, Jr. - District 1
Robert E. Battles, Sr. - District 4
William C. Foster, Ed.D. - District 5

SUPERINTENDENT Chresal D. Threadgill

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

Bid No. 20-63
BUYER: JULIE MORGAN

July 15, 2020

INVITATION TO BID
CAFETERIA COLD FOOD COUNTER & CASHIER COUNTER
DUNBAR/KATE SHEPARD – CNP DEPT.

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 **Wednesday, August 5, 2020 @ 10:00 AM** at which time they will be publicly opened and read aloud. A mandatory pre-bid meeting will be held at the school on Wednesday, July 29, 2020 at 10:00 A.M.

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

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

(List Toll Free Number if Applicable)

Telephone Number: _____ Fax _____

Authorized Signature of Bidder

Authorized Name(Typed or Printed)

Director of Purchasing
Mobile County Public Schools

Name(Typed or Printed)

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

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

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Board of School Commissioners, Purchasing Department by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

If the School System is closed for any reason, including but not limited to: Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events") which closure prevents the opening of bids at the advertised date and time, all bids received shall either be publicly opened and read aloud on the next business day that the department opens at the advertised time or the bid opening will be extended by sending out an addendum that states the new date and time to all registered bidders.

11.ERRORS IN BIDS: Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

12. FEDERAL MONIES

Expenditure of federal monies require the bidder to comply with all applicable standards, orders, or regulations issued pursuant to the following:

Clean Air Act (42 U.S.C. 7401-7671q); Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387) Buy American provision (7 CFR §210.21); Equal Employment Opportunity (41 CFR §60); Davis-Bacon Act (40 U.S.C. 3141-3148) ;Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2); Debarment and Suspension (Executive Orders 12549 and 12689), Copeland "Anti-Kickback" act (18 U.S.C. 874 and 40 U.S.C. 276c) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Procurement of Recovered Materials (See §200.322)

13.HAZARDOUS AND TOXIC SUBSTANCES:

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the

School District with a "Material Safety Data Sheet" if required.

14. INVOICING, DELIVERY, PACKAGING:

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

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

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

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

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

A. LIMITATION TO DAMAGE: In no event shall the BOARD or any of its Commissioners, officers, employees, agents, or servants be liable to the Contractor or Vendor for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this bid document, or to the performance of or breach of any provision hereof.

17. INVITATION TO BID: Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

18. NON-DISCRIMINATION: The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

19. PRODUCT TESTING: Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract or before the contract is awarded. The Board reserves the right to request a demonstration of any product or service before making the award at no additional cost to the school district. The time frame of the testing will be mutually agreed upon by both parties.

20. PATENTS: Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

21. PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Director no later than five (5) calendar days after awarding date of the bid. If needed, The Chief Financial Officer will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Purchasing Director is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

22. PREPARATION OF BID: All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

23 PRICING: Prices quoted shall be delivered prices and shall include any and all costs, charges, taxes, and fees i.e. the Board shall only pay the price and amount quoted and nothing more.

24. PURCHASES: Once the bid is board approved, a letter will be issued to the awarded vendor(s). This letter does not authorize to make purchases. Purchase orders will be issued as authorization for all purchases.

25. QUESTIONS/CONTACT: All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders shall not contact any member of the Mobile County School Board, Superintendent, or Staff regarding this bid prior to such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

26. REJECTION OF BIDS: Mobile County School District reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board of School Commissioners, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Default on previous contracts, Evidence of collusion among bidders, Unauthorized alteration of the bid form. On the final board approved bid tabulation, a written justification of all bidders that were rejected will be presented and made public.

27. SAMPLES: Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

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**

VENDOR BID REGISTRATION

Vendors:

Our records indicate you are registered to receive “Invitation to Bids” from Mobile County Public School System. The Mobile County School System is changing the way vendors are notified for Invitation to Bids. Currently, we are sending post card notifications by US Mail to all vendors who are registered.

The NEW NOTIFICATION PROCESS will begin and consist of the vendor receiving an email notification of Invitation to Bids. A web site has been established for vendors to register and select the bid categories from which they want to receive bid invitations. These are the steps you need to take:

1. Go to <https://bidreg.mcpss.com/ezregistration.html>
2. Select “New Applicant” and you will create a user name and password, and then follow the prompts.
3. Please note the email bid notifications will be sent from bidnotify@mcpss.com save this in your address directory to prevent email being sent to SPAM.

Even though vendors are currently registered to receive bids, all vendors **MUST** register in the new database in order to receive an ITB “Invitation to Bid” . If you do not register, you will not receive an ITB. Also, all vendors are responsible for maintaining their vendor profile in the database for such things as address, contact info, email, bid categories, etc..... This information needs to stay current to assure you receive ITB’s. I would strongly encourage vendors to visit MCPSS.com once a week to be knowledgeable of all bid activity.

Thank you for your cooperation as this will allow us to drastically reduce postage costs and work more efficiently. Please feel free to contact us if you have questions at 251-221-4473.

SPECIFICATIONS
COLD FOOD COUNTER & CASHIER COUNTER – DUNBAR/KATE SHEPARD – CNP DEPT.

I. INTENT OF BID

- A. The intent of this bid is to establish a contract between the Board of School Commissioners, on behalf of the school identified herein, and the bidder for the furnishing and installation of items described herein.

II. QUALIFICATIONS OF BIDDERS

- A. Any person, firm, or corporation submitting a proposal must be either the manufacturer or the manufacturers authorized sales dealer for the items quoted. Bids will be accepted only from firms engaged on a full time basis in the cafeteria equipment supply/repair business.
- B. **There will be mandatory pre-bid meeting on Wednesday, July 29, @ 10:00 am at Dunbar/Kate Shepard School located at 3980-B Burma Road, Mobile, AL 36693.**

III. STANDARD CONTRACT CONDITIONS

- A. This contract shall be governed in all respects--as to validity, construction, capacity, performance, or otherwise--by the laws of the State.
- B. Contractors providing services under this Invitation to Bid herewith assure the school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. **NOTE: Expenditure of federal monies requires the bidder to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Acts as stated in item number 12, of the General Terms and Conditions document located in this bid package.**
- C. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.
- D. Deliveries against this contract must be free of excise or transportation taxes, except when such a tax is part of a price and school districts are not exempt from such levies. Excise tax exemption registration number may be used when required.
- E. Contractor shall comply with applicable Federal, State and local laws, and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this Agreement, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race religious creed, sex, national origin, or handicap.
- F. Modifications, additions, or changes to the terms and conditions of this Invitation of Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school district's official forms. Bids submitted on company forms may be rejected.
- G. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents, and/or State/Federal auditors shall have full access to and the right to examine any of said materials during said period.
- H. By his signature on the bid, a bidder certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that he understands collusive bidding is a violation of Federal law and can result in fines, prison sentences, and civil damage awards. He further agrees to abide by all conditions of this bid and certifies that he is authorized to sign this bid for the bidder.

I. Prohibition against conflicts of interest, gratuities and kickbacks.

"Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

IV. RESPONSIBILITY OF BIDDER

1. Provide all necessary labor, materials, and equipment to complete the job so that it is acceptable to MCPSS. **The awarded bidder cannot hire any MCPSS employees to do any of the installations that will be required by this bid.**
2. The bidder is responsible for keeping the work area clean and safe, and to remove any debris that is a result of this contract.
3. The bidder shall indemnify, save and hold harmless; the school district from alleged damages or injuries arising directly or indirectly from the contractor's negligent acts or omissions while performing the work under this contract.
4. The bidder shall be financially responsible for obtaining all required permits, licenses, regulations, insurance, and municipal, county, state, and federal laws, and shall assume liability for all applicable taxes.
5. It is the responsibility of the bidder to ensure that the equipment will be modified by a foodservice equipment fabricator who has the plant, personnel, and engineering facilities to properly design, detail and manufacture high quality equipment. The bidder shall by his signature on the proposal indicate that equipment is to be modified by bidder personnel. If modification is to be subcontracted, bidder shall attach to bid submittal a letter giving name and address of modification subcontractor. The fabricator must be NSF (National Sanitation Foundation) certified. NSF uses the terms "certified" or "listed" in connection with a product, good, component, system, material, compound or ingredient ("Product"). A Product that is certified or listed means that NSF: (1) reviewed the Product, most often through a sampling of the Product; (2) determined at the time of the review that the Product complies with the relevant NSF consensus standard and/or protocol ("Standard"); and (3) conducted or will conduct (as more specifically set forth in the Standard) periodic audits to review whether the Product continues to comply with the Standard. After NSF certifies or lists the Product, NSF authorizes the manufacturer of the Product to use the NSF Mark on or in connection with the sale, use or distribution of the Product. The NSF Mark conveys that an independent, third-party organization (NSF) has determined that the Product complies with the relevant Standard.

Specifications

Page 3

6. Drawing(s) of the bid items must be submitted with your bid proposal.
7. Coordinate with the Mobile County Child Nutrition Department for the installation of the items listed in the specifications. The CNP Maintenance Supervisor will inspect all of the work before being processed for payment.
8. The successful bidder will be responsible for removing the existing sink and delivering it to the Central Warehouse or other school site as directed by the CNP maintenance supervisor.

V. MATERIALS BID

- A. All items quoted shall be new, packed in manufacturers original containers, and shall meet or exceed the specific specifications shown. Re-built or remanufactured equipment will not be considered.
- B. The bidder shall state the manufacturer's warranty for each item quoted and will be responsible for all warranty service.
- C. The Board reserves the option to reject any alternate for any reason.

VI. METHOD OF AWARD AND DELIVERY

- A. The bid will be awarded on an individual item basis; or lump sum basis whichever method deems in the best interest of the District.
- B. All products quoted F.O.B.: Dunbar/Kate Shepard School, 3980-B Burma Road, Mobile, AL 36693. Inside delivery required. The title and risk of loss of the goods will not pass to the Board, departments, or local schools until receipt and acceptance takes place at the F.O.B. point.
- C. The successful bidder will be allowed up to 8 weeks to have the item(s) installed and must contact Mike Bryan at (251) 331-0283 for delivery schedule.

VII. FIELD MEASUREMENTS/ON SITE VISITS

- A. Field measurements are not possible prior to bidding "as needed" items, however once an item is ordered an on-site visit should be made by the bidder and/or installer. The bidder shall obtain full knowledge as to transportation, disposal, handling and storage of materials, availability of water, electricity, gas and all other facilities prior to ordering from the manufacturer. **There will be a mandatory pre-bid meeting on Wednesday, July 29, 2020, @ 10:00 am at Dunbar/Kate Shepard School located at 3980-B Burma Road, Mobile, AL 36693.**

VIII. INVOICING AND TERMS OF PAYMENT

Payment of all invoices is the responsibility of the Child Nutrition Program Central Office. Vendors will bill the Child Nutrition Program Central Office on the first of the month for all invoices for the preceding month. Vendors can expect to receive payment by the 15th of the month beginning in September unless there is some contestment in writing regarding the bill. Vendors may notify the Director of Purchasing in writing if any CNP accounts are delinquent. USDA regulations do not allow payment of service changes or interest from CNP funds.

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

IX. QUESTIONS

If you have any questions regarding this bid, you may contact Julie Morgan by email at jdmorgan@mcpss.com or by phone at (251) 221-4473.

COLD FOOD COUNTER & CASHIER COUNTER – DUNBAR/KATE SHEPARD CAFETERIA

ITEM #1. – COLD FOOD COUNTER

DESCRIPTION OF ITEM:

Provide and install where shown, one (1) only Cold Food Counter with the following features:

80" Long x 32" Wide;

Counter top to be fabricated from 14 gauge stainless steel;

Counter base to be fabricated using 18 gauge stainless steel;

Galvanized metals will not be accepted;

Counter bodies will be built standard unitized construction;

Top to be braced with stainless steel hat channel 14 gauge;

Fully welded corners ground smooth and polished;

All stainless steel construction – 430 or imported stainless steel will not be accepted;

Unit to be NSF & UL labeled and approved;

Electrical to be 120V, 1 PH;

Plastic laminate exterior color to match existing counters;

4-Pan refrigerated cold pan drop-in to be rated NSF-7 and fabricated with dial controls;

Acceptable Unit: AltoShaam (for low voltage reasons); or approved equal.

Sneeze-guard – Quantity (1) one

Sneeze-guard length of cold food wells. Fully adjustable premium guard. All fixed, moveable and bolting components to be stainless steel 304.

Acceptable Unit: Atlanta Custom Fabrication, Brass Smith, VersaGuard; or approved equal.

Tray slide –

Flat type 10" wide. Full counter length to be mounted at 35" height full length of counter. Profile to match existing tray slide.

Cord & Plug: 5-15P plug with 6' cord for each cold component;

Sound deadening mastic between metals;

Access panel to be full length, located at the front or rear of counter and to be removable by use of tools for easy access to compressor unit.

Casters: 5" swivel with locks;

Bolted joint;

Counter height to be 36"

Kitchen equipment dealer is to finalize all heights and electrical requirements to be sure all are satisfactory with CNP maintenance.

Acceptable Unit: Atlanta Custom Fabrication, BSI, Mod-U-Serve; or approved equal.

Bidder must submit a full set of shop drawings matching all specifications at time of bid opening. Fabrication company must have a minimum of 5 years' experience in fabricating custom serving lines. Fabrication company must be a NSF & UL approved shop. All equipment must have NSF & UL labels/logos.

ITEM #2. – CASHIER COUNTER

DESCRIPTION OF ITEM:

Provide and install where shown, one (1) only cashier counter with the following features:

30" Long x 32" Wide

Counter top to be fabricated from 14 gauge stainless steel;

Counter base to be fabricated using 18 gauge stainless steel;

Galvanized metals will not be accepted.

Counter bodies will be built standard unitized construction;

Top to be braced with stainless steel hat channel 14 gauge;

Fully welded corners ground smooth and polished;

All stainless steel construction – 430 or imported stainless steel will not be accepted.

Unit to be NSF & UL labeled.

Electrical: 120V, 1 PH;

Plastic laminate exterior.

Tray slide –

Flat type 10" wide. Full counter length to be mounted at 35" height full length of counter. Profile to match existing tray slide.

Cashier section with:

NEMA cord and plug with 6' cord;

Sound deadening mastic applied between metals;

Hole in top with grommet for cords and cables;

Undershelf

Cash drawer with lock

Duplex receptacle below counter

Bolted joints, no field welds

Casters: 5" swivel with locks

Counter height to be 36"

Approved Unit: Atlanta Custom Fabricators, BSI, Mod-U-Serve; or approved equal.

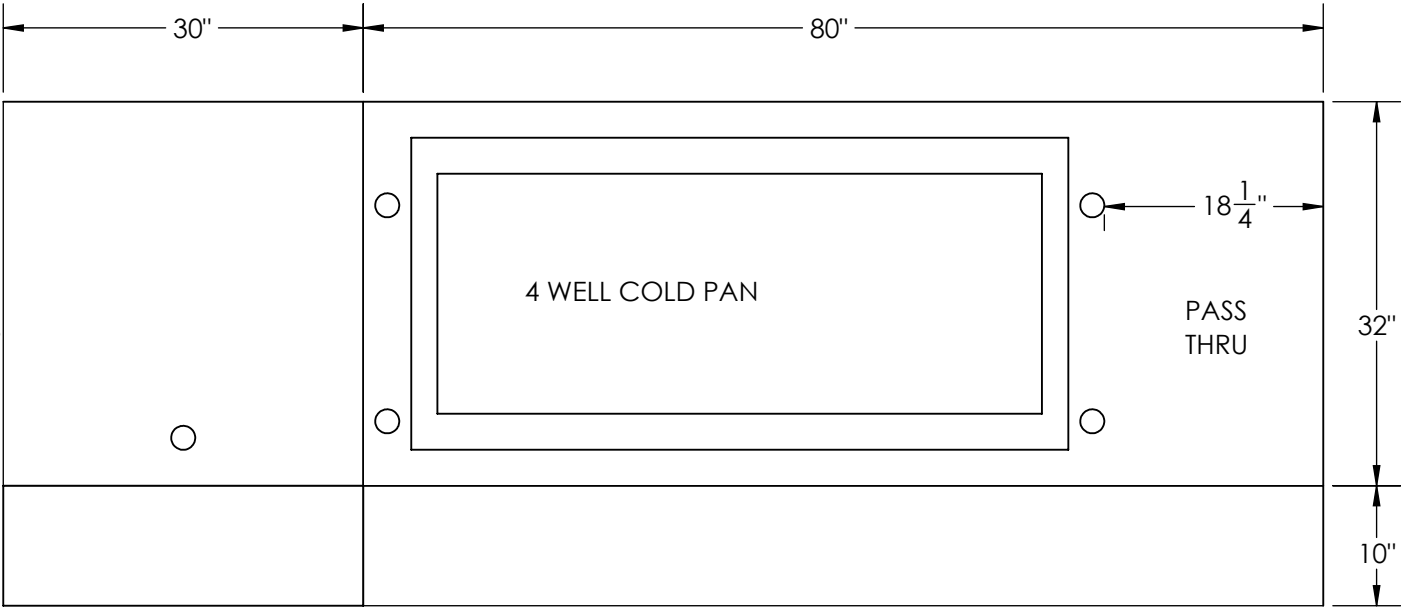
Kitchen equipment dealer is to finalize all heights and electrical requirements to be sure all are satisfactory with CNP maintenance.

Bidder must submit a full set of shop drawings matching all specifications at time of bid opening. Fabrication company must have a minimum of 5 years' experience in fabricating custom serving lines. Fabrication company must be a NSF & UL approved shop. All equipment must have the NSF & UL labels/logos.

DUNBAR /KATE SHEPARD RENOVATION

ITEM#1 & #2 - COLD FOOD SERVING COUNTER & CASHIER COUNTER

- FIXED T GUARD BUFFET STYLE
- 4 WELL COLD PAN
- FLAT STYLE TRAY SLIDE ON DROP DOWN BRACKETS
- LAMINATE EXTERIOR



MANUFACTURER'S NAME AND SUBSTITUTIONS

- A. If a bidder chooses to bid a "Substitute Brand", proof of equality must be submitted on bid opening date. Model number and any and all variances in construction, design, performance and accessories from the item specified must be submitted to the Coordinator of Purchasing. This information shall be submitted in addition to manufacturer's cut sheet.
- B. Bidders submitting substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitution will require changes in mechanical or electrical connections or require rearrangement. If any of the above changes would be involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval is granted, bidders shall be responsible for such costs.
- C. In addition, bidders must submit with their bid proposal the manufacturer's specifications and the "Substitution Request Form" which provides the School Board with a detail description of the manner in which the proposed substitution conforms and/or varies from the item specified. No request for substitution will be considered without an accompanying "Substitution Request Form".
- D. It is understood by the School Board that no agent, dealer, broker or agency may bind a manufacturer beyond the manufacturer's own printed literature. Therefore, any party submitting a Substitution Request Form stating compliance with a feature specified for the prime specified item by a manufacturer in a manner not identified as a standard of production or as an option for that item in the manufacturer's literature must be accompanied by a letter on the Manufacturer's own letterhead stating that the manufacturer shall comply with the specified feature and such compliance shall not adversely affect the manufacturer's product performance, reliability, durability, appearance or effect the warranty.
- E. If the substituted item is approved and subsequently installed and upon final inspection found to deviate from the specifications in a manner not detailed in the "Substitution Request Form" the F.S.E. Contractor shall at the discretion of the School Board bring the equipment into compliance or remove the equipment and replace it with one in compliance with the specifications at his own cost. In consideration of the job stage at the time of final inspection, the F.S.E. Contractor shall take no more than 5 working days to make this replacement. Bidders are encouraged to review the "Substitution Request Form" prior to using such items in their bid. Awarded Contractor shall be responsible for deviations not detailed in the "Substitution Request Form" submitted FROM ANY SOURCE. Approval of submittals by the School Board does not relieve the F.S.E. Contractor of this condition. The "Substitution Request Form" can be found at the end of this document.

SUBSTITUTION REQUEST FORM

TO: Board of School Commissioners of Mobile Country

PROJECT: Bid No. 20-63

CONTRACT BID DATE: August 5, 2020

We hereby submit for your consideration the following product for prior approval in lieu of the specified item:

DRAWING	SPEC. SEC. NO.	ITEM NO.	SPECIFIED ITEM
_____	_____	_____	_____

Proposed Substitution:_____

Model Number:_____

Attach complete information on changes to Drawings, Mechanical, Electrical or Plumbing Specifications which proposed substitution will require for its proper installation.

Submit with request all literature and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate quality in performance. It shall not be the responsibility of the reviewing School Board to search unfamiliar literature to identify compliance. Therefore, unmarked literature shall be considered reason for disapproval of the submittal.

FILL IN THE BLANKS BELOW:

A. Does the substitution affect dimensions shown on Drawings? Yes_____ No_____

If yes, clearly indicate changes:_____

B. Does the substitution require different or additional mechanical, electrical or plumbing requirements? Yes_____ No_____

If yes, clearly indicate changes_____

C. The undersigned fully acknowledges responsibility to pay for changes to the building design, including engineering and detailing costs caused by the requested substitution.

Initials_____

D. What affect does the substitution have on other Contracts or other trades?_____

E. What affect does the substitution have on the construction schedule?_____

F. Manufacturer's warranties of the substitution are _____Same or_____ Different...than the specified item. If different, attach copy of the proposed manufacturer's printed warranty, provide a letter of compliance on the manufacturer's own letterhead.

G. Itemized comparison of specified item with the proposed substitution: (list all features identified in the specifications for the specified item and corresponding notation of compliance or manner of deviation. Reference all notations below by marking manufacturer's literature as confirmation. Compliance to a feature in the specifications not substantiated by a corresponding

notation on the manufacturer’s literature requires written confirmation as detailed in “Manufacturer’s Name and Substitution” Para. D”).

SPECIFIED FEATURE	COMPLIANCE OR DEVIATION
_____	_____
_____	_____
_____	_____
_____	_____

(attach additional sheets if required)

CERTIFICATION OF EQUAL PERFORMANCE
AND ASSUMPTION OF LIABILITY FOR
EQUAL PERFORMANCE

The undersigned states that
The function, appearance and quality
Are equivalent or superior to the
Specified item.

Submitted by Bidder:

_____	_____
Signature	Title

Firm	

Address	

_____	_____
Telephone	Date

For use by School Board:

_____ACCEPTED

_____ACCEPTED AS NOTED

_____NOT ACCEPTED

_____RECEIVED TOO LATE

BY_____

DATE_____

REMARKS_____

Signature shall be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will void application for approval.

August 30, 1994

7

Reply to
Attn. of:

SESN-207

Subject:

NSLP 94-10: Buy American Requirement

To:

All State Child Nutrition Directors
Southeast Region

It has come to the U.S Department of Agriculture's (USDA) attention that school food authorities (SFA) may be using Federal funds to purchase foreign foods, e.g. canned peaches, even though the law, Federal Regulations, and local specifications prohibit this practice. USDA, therefore, wants to reiterate the "Buy American" requirement, which (1) benefits our children by ensuring that high-quality foods are available in school lunch programs, and (2) supports American agriculture.

As you are aware, Section 3 (h) of the Commodity Distribution Reform Act and WIC Amendments of 1987, and section 250.23 of Federal Food Distribution Program regulations mandate that recipient agencies, including SFA's participating in the National School Lunch Program (NSLP), purchase, whenever possible, only food products that are produced in the U.S. A "food product produced in the U. S." is defined as "an unmanufactured food product produced in the U.S. or a food product that is manufactured in the U.S." In addition to exemptions set forth in the law for specific States and territories, and unusual or ethnic food preferences, the regulations identify two other situations which warrant a waiver to permit purchases of foreign products: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and (2) competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product. These circumstances are the only exceptions to section 3 (h).

It is imperative that each SFA comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its school feeding programs. Subject to the exemptions cited above, such purchases must at least be proportionate with the extent of Federal funding in the SFA's school food service account. Therefore, given reports of foreign products in school feeding programs, we request that you remind the SFA's in your State of the "Buy American" requirement and ask them to (1) check their purchasing specifications to ensure adequate procurement of U.S. food products, (2) remind their

vendors and distributors of the “Buy American” requirement, and (3) examine product packaging. The Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels.

Should you or your staff have any questions regarding this matter, please contact Rosie Daugherty or Brian Frasier of the School Programs Section at (404) 730-2631.

NENA P. BRATIANU
Regional Director
Special Nutrition Programs

Mobile County School Board Accounts Payable Department

What is a Virtual Credit Card?

The District has adopted the use of a VISA Virtual Credit Card powered by AOC/Regions Bank. AOC receives invoice and purchase order details from Accounts Payable and assigns a one-time use credit card number.

The VISA Virtual Credit Card allows the District to pay vendors via a credit card and turn around a vendor payment in a shorter time frame than the current paper check you now receive.

How Does Virtual Credit Card Work?

- After goods are delivered and/or services rendered, vendors submit invoices to the Account Payable Department according to the current process.
- When Accounts Payable has authorization of a match (purchase order and invoice) and the invoice(s) are due for payment according to your current payment terms with the District the payment process begins.
- The vendor then receives an email notification of the payment from the District
- The vendor then logs into a secure site from the email received and puts in the assigned PIN number. Each payment notification will include the card number, expiration date, security code, payment amount and invoice and/or PO numbers.
- Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the card as authorized in the email, the virtual card will no longer be available for charges. When the next payment is provided the vendor will receive a new card number, security code and expiration date with invoice amount and/or PO number.

What are the Benefits to using the VISA Virtual Card?

- Receive payments 7 -10 days sooner; resulting in a quicker cash flow for day to day operations or investments.
- Reduce the cost of paper processing and employee time spent on preparing and making bank deposits.
- Void the risk of lost or stolen checks
- Quickly reduce outstanding accounts receivable balances.

How do I Participate in the VISA Virtual Card Program?

Simply contact the Mobile County School Board Accounts Payable Department at (251)221-4437 and request to be enrolled in the VISA Virtual Card Program through AOC/Regions Bank.

AOC/Regions Bank

VISA Virtual Card Vendor Enrollment Data Elements

1. Vendor Number (Internal Use Only- MCPSS)
2. Vendor Name
3. Vendor Address
4. Accounts Receivable Contact Name
5. Accounts Receivable Contact Email
6. Accounts Receivable Contact Phone Number

Vendor please provide and complete below:

Vendor Name

Vendor Address

Vendor A/R Contact Name

Vendor A/R Email Address

Vendor A/R Phone Number

If you have any questions please contact Chuck Harben in Accounts Payable 251-221-4437 or email charben@mcpss.com.

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

Vendor Information

Name: _____

Address: _____
Street Address *Suite/Unit #*

City *State* *ZIP Code*

Phone: () _____ Alternate Phone: () _____

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

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

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

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

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

Employee Signature

Date

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Organization Name

PR/Award Number of Project Name

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

Signature(s)

Date

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.

CRIMINAL BACKGROUND CHECKS

Criminal Background Checks. By submitting a bid, BIDDER agrees that the BIDDER and each officer, director, employee, servant, agent, and subcontractor of the BIDDER, and any other individual who will provide services involving access to and/or communication with students on the BIDDER's behalf, will fully cooperate with the BOARD in complying with all laws and regulations regarding criminal background checks. This cooperation will include, but will not be limited to, giving written consent to obtain criminal history background information checks and providing fingerprints for each individual who will have access to students to either agents of the BOARD or to another entity as directed by the BOARD and authorized by Alabama law. All individuals must pass the required criminal background check prior to having access to and/or communication with students. As of this date, criminal background checks are being handled through the BOARD's human resources department and processed by the State Board of Education. A copy of the fingerprinting process overview is attached hereto. **Once the background check has been completed successfully, the Board's human resources department will issue an identification badge. This badge is to be worn visibly at all times while on school board property. The cost of this badge is \$5.00, and the cost is the responsibility of the vendor.**

Prior to beginning work for the BOARD, the BIDDER, or a representative thereof with similar managerial authority, shall submit an Affidavit under oath to the BOARD, in a form satisfactory to the BOARD, stating that the BIDDER has satisfied the above requirements concerning fingerprint-based criminal background checks and will continue to do so. The BIDDER acknowledges that these requirements set forth a continuing obligation on the part of the BIDDER to assure that all persons having access to and/or communication with students will have passed the required background checks.

In the event any of the above referenced individuals are found to be unsuitable by the State Board of Education, all challenges allowed by law, administrative and through litigation, are expressly waived by the BIDDER on BIDDER's own behalf and on behalf of the individual, and such individual is precluded from providing any services to BOARD. If a replacement individual satisfactory to BOARD is not provided by the BIDDER within five (5) days, the BOARD may terminate the contract in accordance with its termination provisions.

Nothing contained herein shall be construed as establishing an agency relationship between the BIDDER and the BOARD nor shall anything contained herein be construed as an assertion of control, or reserved right of control over the activities of the BIDDER or the agents or employees of the BIDDER.

NOTE: See FORM AAPS and Site Locations for Fingerprinting

FORM AAPS

Alabama Applicant Processing Service (AAPS)

Fingerprinting Overview

*****Applicants must register on-line prior to arriving at the fingerprint location*****

STEP 1 - REGISTRATION

Option 1 - Online Registration – https://www.aps.gemalto.com/al/index_adeNew.htm

- Applicants are responsible for their own registration. Information incorrectly entered during registration and submitted during fingerprinting CANNOT be corrected and is the responsibility of the applicants. Changes to incorrect registration data MAY be corrected online or by telephone prior to fingerprint submission.

Option 2 - Telephone Registration – 866-989-9316

- Gemalto encourages ALL applicants to register online.
- Applicants are responsible for their own registration. Information incorrectly entered during registration and submitted during fingerprinting CANNOT be corrected and is the responsibility of the applicants. Changes to incorrect registration data MAY be corrected online or by telephone prior to fingerprint submission.

Option 3 - Out-of-State Applicants/Paper Fingerprint Cards

- Out-of-State applicants may submit a completed fingerprint card AND a money order or cashiers check in the amount of \$56.15 made out to Gemalto Cogent. Applicants MUST register ONLINE prior to mailing in fingerprint cards AND must include their REGISTRATION ID on the back of the fingerprint card.

For more information, visit the following link: https://www.aps.gemalto.com/al/AL_Documents/AL_Cardscan.htm

Submit fingerprint cards to:

- Gemalto Cogent
ALSDE Cards Scan
639 N Rosemead Blvd.
Pasadena, CA 91107

STEP 2 - PAYMENT

Fingerprint Fee is \$48.15

- Applicants may pay online during registration using a debit or credit card
- No cash, credit card or business checks are accepted at the fingerprint locations.
- Applicants may pay at the fingerprint site with money order or cashier check
 - Payments must be made out to **Gemalto Cogent**
 - Payment amount for ALSDE fingerprinting is \$48.15

STEP 3 - FINGERPRINTING

Visit any Gemalto Cogent fingerprint location in Alabama.

See *Print Locations & Hours* at https://www.aps.gemalto.com/al/index_adeNew.htm

Bring valid identification.

See *What to Bring; ID Verification* at https://www.aps.gemalto.com/al/index_adeNew.htm

SITE LOCATIONS FOR FINGERPRINTING

Service Location Address	Mobile County Public Schools – Central Office Division of Human Resources – Building G 1 Magnum Pass Mobile, AL 36618
Hours of Operations	Fingerprint hours (by appointment only): Mon & Wed 8:30a - 11:30a / 1:30p - 3:30p
Telephone Number (Applicant Use)	251-221-4500 Please see https://www.aps.gemalto.com/al/index_adeNew.htm for information pertaining to fingerprint processing. Neither Cogent Systems nor this fingerprint site have the means to provide applicants the status of their background check.

Service Location Address	AIM Mail Centers #153 6300 Grelot Road Suite G Mobile, AL 36609 Winn-Dixie Shopping Center Hillcrest and Grelot Roads
Hours of Operations	Mon-Fri 9:00-6:00, Saturday 10:00-3:00 Please do not overwhelm the service by sending large groups of applicants to the locations. If you have a large group of applicants to fingerprint, please contact the fingerprint site and plan for their arrival to occur over days and weeks, not hours. The fingerprint site may have a preferred method for handling large groups of applicants.
Telephone Number (Applicant Use)	251-666-6432 Please see https://www.aps.gemalto.com/al/index_adeNew.htm for information pertaining to fingerprint processing. Neither Cogent Systems nor this fingerprint site have the means to provide applicants the status of their background check.

Service Location Address	UPS Store #2422 4354 Old Shell Rd Mobile, AL 36608
Hours of Operations	Mon-Fri 8:00-6:30 Please do not overwhelm the service by sending large groups of applicants to the locations. If you have a large group of applicants to fingerprint, please contact the fingerprint site and plan for their arrival to occur over days and weeks, not hours. The fingerprint site may have a preferred method for handling large groups of applicants.
Telephone Number (Applicant Use)	251-460-0600 Please see https://www.aps.gemalto.com/al/index_adeNew.htm for information pertaining to fingerprint processing. Neither Cogent Systems nor this fingerprint site have the means to provide applicants the status of their background check.

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 20-63

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: _____

CHECKLIST

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

_____ Mailing envelope has been addressed to:

Board of School Commissioners
Purchasing Office
P. O. Box 180069
Mobile, AL 36618

OR

Board of School Commissioners
Purchasing Office
1 Magnum Pass
Mobile, AL 36618

_____ Mailing envelope must be sealed and marked with:

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

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

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

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

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

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

BID ON: COLD FOOD COUNTER & CASHIER COUNTER - DUNBAR/KATE SHEPARD CAFETERIA

BID NO: 20-63

OPENED: AUGUST 5, 2020 @ 10:00 A.M.

ITEM	DESCRIPTION	QTY	UNIT COST	BRAND/MFG	WARRANTY	DELIVERY TIME AFTER RECEIPT OF P.O.
<u>DUNBAR/KATE SHEPARD</u>						
1	COLD FOOD COUNTER As per specifications.	1 EA	\$ _____	_____	_____	_____
2	CASHIER COUNTER As per specifications.	1 EA	\$ _____	_____	_____	_____
GRAND TOTAL			\$ _____			

There will be a mandatory pre-bid meeting on Wednesday, July 29, 2020 @ 10:00 am at Dunbar/Kate Shepard School located at 3980-B Burma Road, Mobile, AL 36693.