



# Mobile County PUBLIC SCHOOLS

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

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SUPERINTENDENT Martha L. Peek

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

Bid No. 16-19  
BUYER: JULIE MORGAN

February 23, 2016

**INVITATION TO BID**  
**NEW SERVING LINES**  
**MURPHY HIGH SCHOOL – 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, March 16, 2016 @ 2:00 PM** at which time they will be publicly opened and read aloud. A mandatory pre-bid meeting will be on Wednesday, March 2, 2016 @ 10:00 am in the school cafeteria.

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® Purchasing Card and E-Payables PAVA process 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 \_\_\_\_\_

Email Address of Contact Person: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name(Typed or Printed)

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

Rev. October 20, 2015

# GENERAL TERMS AND CONDITIONS

## MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

### 1. ALABAMA IMMIGRATION LAW COMPLIANCE:

As a Contractor/Vendor as defined in the Act, to the Local Board of Education (Board), it is crucial to your relationship (future or continuing) with the Board that you comply with the Immigration Reform Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly please provide your Affidavit of Immigration Compliance. These documents can be found in the following bid package along with a compliance check list.

**2. ADDITIONAL ORDERS:** Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

**3. ADDENDA:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders that are registered with the Purchasing Department. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from Purchasing Department.

**4. APPLICABLE LAW:** This contract shall be construed and interpreted according to Alabama Law.

**5. ASSURANCE OF NON-CONVICTION OF BRIBERY:** The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

**6. AWARD CONSIDERATION:** The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

**7. BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to Board of School Commissioners of Mobile County. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be nonsubstantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

**8. BRAND NAMES:** The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the Purchasing Department or their designated representatives. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

**9. CONFLICT OF INTEREST:** Section 36-25-9 of the Code of Alabama states: "No member of any county or municipal agency, board, or commission shall vote or participate in any matter in which the member or family member of the member has any financial gain or interest" Employees may not use their offices or positions for personal gain and must adhere to applicable provisions of the Alabama Ethics Law

and the MCPSS Board policy 6.10 concerning Ethics. Further information can be found on both the Alabama Ethics Commission's and MCPSS Website.

**10. DELIVERY OF BIDS:** Bids must be received in the Purchasing Office by the the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be addressed to the Board of School Commissioners, Purchasing Office, P.O. Box 180069, Mobile, AL 36618; when using other couriers, send to the Board of School Commissioners, Purchasing Office, 1 Magnum Pass, Mobile, AL 36618. The School District accepts no responsibility for premature opening of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Board of School Commissioners, Purchasing Department by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening. If the School System is closed for any reason, including but not limited to: Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events") which closure prevents the opening of bids at the advertised date and time, all bids received shall either be publicly opened and read aloud on the next business day that the department opens at the advertised time or the bid opening will be extended by sending out an addendum that states the new date and time to all registered bidders.

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

**12. 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.

**13. 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 PAVA 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

# GENERAL TERMS AND CONDITIONS

## MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

goods will not pass to the Board, Departments, Schools until receipt and acceptance takes place at the F.O.B. point.

**14. 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.

**15. 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.

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

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. SAMPLES:** Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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**

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**RUSSELL HUDSON  
DIRECTOR OF PURCHASING**

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](mailto: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  
NEW SERVING LINES - INSTALLED  
MURPHY HIGH SCHOOL

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 supply and delivery 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 business.
- B. **There will be a mandatory pre-bid meeting on Wednesday, March 2, 2016, @ 10:00 am at Murphy High School located at 100 South Carlen Street, Mobile, AL 36606.**

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.
- 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.
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.

6. The serving line must be NSF & UL approved.
7. Drawing(s) of the serving line must be submitted with bid. Full complete drawings for all equipment, including the sneeze guards along with specifications must be submitted with your bid package, no matter what brand is being quoted. List all metals to be used in counter construction.
8. Coordinate with the Mobile County Child Nutrition Department for the delivery and installation of the new serving line. The CNP Maintenance Supervisor will inspect all equipment for electrical, etc. before the equipment is unloaded at the school.
9. Remove the old line(s) from the cafeteria and deliver the equipment to the Central Distribution Warehouse.
10. Meet the delivery truck (must be a dock level closed-in box truck with lift gate) from the fabrication company at the school, unload, set in place, assemble, and install the serving line.
11. Remove the PVC coating from the stainless steel and wipe down the counters.
12. Coordinate with the fabrication company representative for a demonstration of the serving line.

MCPSS personnel will be responsible for disconnecting the old serving line.

#### 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. All bidders must submit full complete drawings for all of the equipment, including the sneeze guards along with specifications with your bid package, no matter what brand is being quoted.
- D. 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.: Murphy High School, 100 South Carlen Street, Mobile, AL 36606. 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 items completely installed.

## 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, March 2, 2016 @ 10:00 am at Murphy High School located at 100 South Carlen Street, Mobile, AL 36606.**

## 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 15<sup>th</sup> of the month beginning in September unless there is some contestment in writing regarding the bill. Vendors may notify the Coordinator 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® Purchasing Card and E-Payables PAVA 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. (See E-Payables explanation and the PAVA Vendor Enrollment Data Elements sheet.)**

## IX. QUESTIONS

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

## X. DRAWINGS

All bidders will be required to submit drawings and specifications of the items being quoted along with their bid package. This will be part of the bid evaluation process.



## MURPHY HIGH SCHOOL

### Food Service Equipment:

- (4) Combination Serving Counters, (1) Quick Service Cold Counter, (2) Ice Counter, (1) Guiderail

#### **ITEM #1 COMBINATION COUNTERS                      Quantity: 3**

Provide and install where shown, three (3) only Combination Counters with the following features:  
276" Long x 35" Wide

Counter top to be fabricated from 14 gauge stainless steel.

Counter base to be fabricated using 18 gauge stainless steel.

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. Galvanized metals will not be accepted.

Unit to be NSF & UL labeled and approved.

Fabrication company must have 5 years' experience in fabricating custom serving lines. Must be a NSF & UL approved shop & all equipment to have NSF & UL labels.

Raised acrylic panels routed from rear side with hand painted school mascot and wording. LED Lighting to highlight routed graphic.

Counter top extended 6" at rear of hot food wells for staff work space.

(2) 3-Well hot food unit individually switched with manifold drained to floor (located for easy accessibility for service staff). Dry heat, low voltage. Hot food unit to be manufactured by Altoshaam model 500-HWILF/D6; or approved equal.

Minimum 24" space after hot food wells for tray pass thru (space not shown on drawing).

6-Pan refrigerated cold pan drop in to be rated NSF-7 and fabricated. Dial controls accepted.

Tray slide: Flat type 10" wide. Full counter length to be mounted at 35" height full length of counter.

LED lighting below tray slide.

Sound deadening mastic between metals

Access panel: Full length removable panel on the front of the counters (removable with use of tools).

(2) Cord & Plugs: 5-15P plug with 6' cord for hot food & cold food units.

Cashier section at end of counter 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.

5" Swivel casters with locks.

Counter height to be 36".

Electrical load requirements to be determined at the pre-bid meeting by the CNP Maintenance Supervisor.

Accommodate for pedestals below counter.

**NOTE:** It is the responsibility of the bidder to verify electrical pedestal spacing and coordinate fitting counters around these pedestals.

**Drawings of the serving counter must be submitted with the bid proposal.**

**Acceptable Units:** Atlanta Custom Fabricators, BSI, Mod-U-Serve; or approved equal.

**SNEEZE GUARDS**

**Quantity: 2**

1st Sneeze guard: Length of hot food wells. Deluxe single service protector shield. Vertical style fabricated from 1" O.D. 16 gauge tubing, 3/8" tempered glass. Glass enclosure 1/4" tempered glass at ends. All parts to be brushed stainless steel, vertical sneeze guard in front of hot food well only.

2<sup>nd</sup> Sneeze guard: Length of cold food wells. Deluxe fully adjustable single service protector guard. LED display lights fabricated from 1" O.D. 16 gauge tubing, 3/8" tempered glass. Adjustable glass enclosure 1/4" tempered glass at ends. All parts (moving & fixed to be brushed stainless steel only).

**Acceptable Units:** Atlanta Custom Fabricators, Brass Smith, VersaGuard; or approved equal.

**ITEM #2 QUICK SERVICE COLD COUNTER**

**Quantity: 1**

Provide and install where shown, one (1) only quick service cold counter with the following features:  
132" Long x 35" Wide – see drawing for location.

Counter top to be fabricated from 14 gauge stainless steel.

Counter base to be fabricated using 18 gauge stainless steel.

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. Galvanized metals will not be accepted.

**Unit to be NSF & UL labeled and approved.**

Plastic laminate exterior (color to be selected by Suzanne Yates, the CNP Director).

Federal refrigerated display case: Signature series, refrigerated self-serve, Model # CRR4828SS; or approved equal.

3-Pan refrigerated cold pan drop in to be rated NSF-7 and fabricated. Dial controls accepted.

Tray slide: Flat type 10" wide. Full counter length to be mounted at 35" height full length of counter.

LED lighting below tray slide.

(2) Cord & Plugs: 5-15P plug with 6' cord for each cold component.

Sound deadening mastic between metals.

Access panel: Full length removable panel on the front of the counters (removable with use of tools).

5" Swivel casters with locks.

Counter height to be 36".

Electrical load requirements to be determined at the pre-bid meeting by the CNP Maintenance Supervisor.

Fabrication company must have 5 years' experience in fabricating custom serving lines. Must be a NSF & UL approved shop & all equipment to have NSF & UL labels.

**Drawings of the serving counter must be submitted with the bid proposal.**

**Acceptable Units:** Atlanta Custom Fabricators, BSI, Mod-U-Serve; or approved equal.

**SNEEZE GUARD**

**Quantity: 1**

1<sup>st</sup> Sneeze guard: Length of cold food wells, double deck (2 tier), deluxe fully adjustable single service protector guard. LED display lights on bottom tier. Fabricated from 1" O.D. 16 gauge tubing, 3/8" tempered glass, adjustable glass enclosure 1/4" tempered glass at ends. All parts (moving & fixed to be brushed stainless steel only).

**Acceptable Units:** Atlanta Custom Fabricators, Brass Smith, VersaGuard; or approved equal.

**ITEM #3 COMBINATION COUNTER                      Quantity: 1**

Provide and install where shown, one (1) combination counter with the following features:  
150" Long x 35" Wide. "L" Shaped, see drawing for configuration.  
Counter top to be fabricated from 14 gauge stainless steel.  
Counter base to be fabricated using 18 gauge stainless steel.  
Counter bodies will be built standard unitized construction.  
Top to be braced with Stainless Steel Hat Channel 14 or 16 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. Galvanized metals will not be accepted.**  
Plastic laminate exterior (color to be selected by Suzanne Yates, the CNP Director).  
Counter top extended 6" at rear of hot food wells for staff work space.  
(2) 3-Well hot food unit individually switched, with manifold drained to floor (located for easy accessibility for service staff). Dry heat, low voltage. Hot food unit to be manufactured by Altoshaam model 500-HWILF/D6; or approved equal.  
Minimum 24" space after hot food wells for tray pass thru (space not shown on drawing).  
6-Pan refrigerated cold pan drop in to be rated NSF-7 and fabricated. Dial controls accepted.  
Tray slide: Flat type 10" wide. Full counter length to be mounted at 35" height full length of counter.  
LED lighting below tray slide.  
(2) Cord & Plugs: 5-15P plug with 6' cord for hot food & cold food units.  
Cashier section at end of counter 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.  
Line up lock for item #4.  
Sound deadening mastic between metals.  
Access panel: Full length removable panel on the front of the counter (removable with use of tools).  
5" Swivel casters with locks.  
Counter height to be 36".  
Accommodate for pedestals below counter.  
Fabrication company must have 5 years' experience in fabricating custom serving lines. Must be a NSF & UL approved shop & all equipment to have NSF & UL labels.  
Electrical load requirements to be determined by the CNP Maintenance Supervisor at the pre-bid meeting.  
**NOTE:** It is the responsibility of the bidder to verify electrical pedestal spacing and coordinate fitting counters around these pedestals.  
**Drawings of the combination counter must be submitted with the bid proposal.**

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

**SNEEZE GUARDS    Quantity: 2**

1st Sneeze guard: Length of hot food wells. Deluxe single service protector shield. Vertical style fabricated from 1" O.D. 16 gauge tubing, 3/8" tempered glass. Glass enclosure 1/4" Tempered glass at ends.  
**All parts to be brushed stainless steel.** Vertical sneeze guard in front of hot food well only.  
2nd Sneeze guard: Length of cold food wells. Deluxe fully adjustable single service protector guard. LED display lights fabricated from 1" O.D. 16 gauge tubing, 3/8" tempered glass, adjustable glass enclosure 1/4" tempered glass at ends. All parts moving & fixed to be brushed stainless steel only.

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

**ITEM #4 ICE COUNTER**

**Quantity: 2**

Provide and install where shown, two (2) ice counters with the following features:

Counter to be 36" Long and 30" Wide.

Counter height to be 36".

Counter top to be fabricated using 14 gauge stainless steel.

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

Counter base to be fabricated using 18 gauge stainless steel. No galvanized will be accepted.

Counter bodies will be built standard unitized construction.

Square backsplash at rear 4".

Counter top to be turned down on 3 sides.

Exterior of counter to be plastic laminate (color to be selected by Suzanne Yates the CNP Director).

Sound deadening mastic applied between metals.

1 Hinged door.

Bottom shelf in cabinet base.

Drip trough with grate and clear drain hose for draining into bucket in cabinet base.

5" Swivel casters with locks.

Fabrication company must have 5 years' experience in fabricating custom serving lines. Must be a NSF approved shop & all equipment to have NSF labels.

**Drawings of the ice counter must be submitted with the bid proposal.**

**Acceptable Units:** Atlanta Custom Fabricators, BSI, Mod-U-Serve; or approved equal.

**ITEM #5 GUIDE RAIL**

**Quantity: 1**

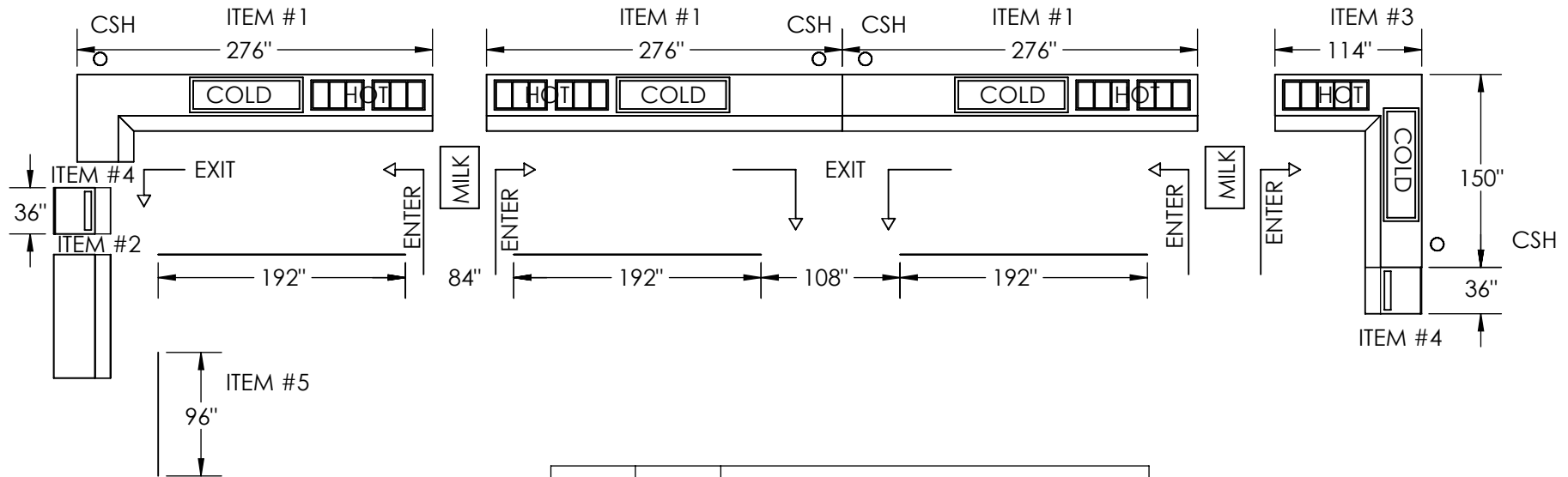
Provide and install where shown, one (1) guide rail with the following features:

96" Long.

This item is to match the existing style guide rails in cafeteria.

# MURPHY HIGH SCHOOL

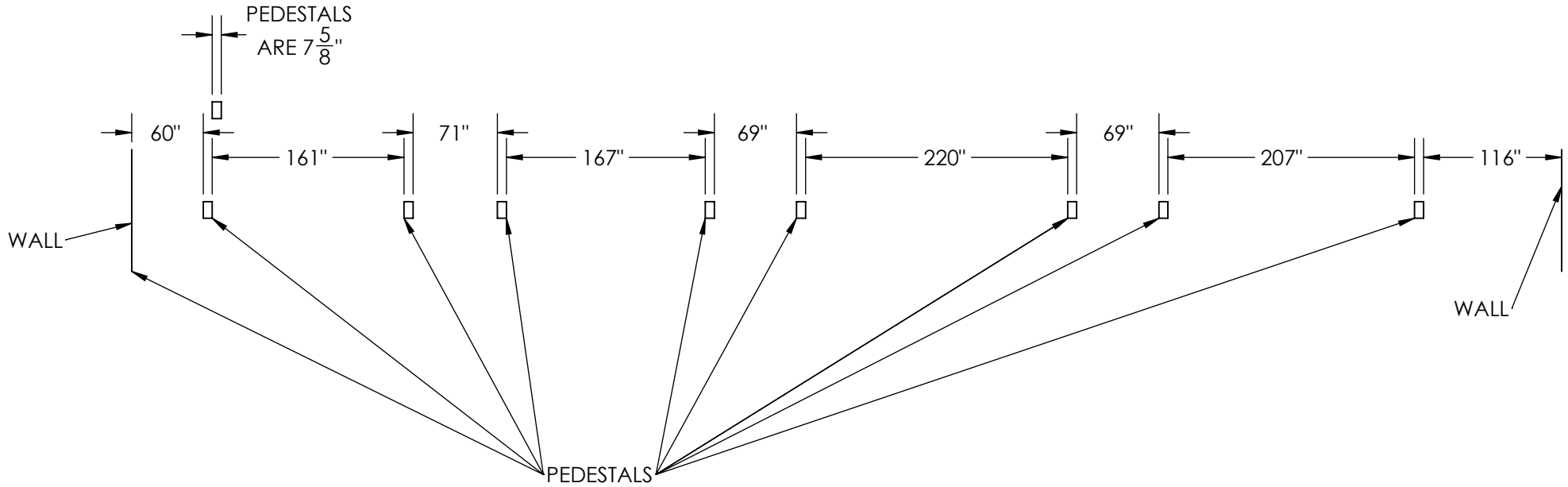
MOBILE COUNTY PUBLIC SCHOOL SYSTEM



ITEM	QTY	DESCRIPTION
1	3	SERVING COUNTER - STRAIGHT
2	1	SERVING COUNTER - SALAD
3	1	SERVING COUNTER - RIGHT
4	2	ICE COUNTER
5	1	GUIDE RAIL

# MURPHY HIGH SCHOOL

MOBILE COUNTY PUBLIC SCHOOL SYSTEM



PEDESTAL SPACING DIAGRAM

## 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. 16-19

CONTRACT BID DATE: March 16, 2016

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.

# VENDOR REMOVAL OF EXISTING CNP EQUIPMENT

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

VENDOR \_\_\_\_\_ BID NO. \_\_\_\_\_

Description of CNP Equipment Item(s) removed and delivered to Mobile County School Board Warehouse:

	<u>ITEM</u>	<u>PROPERTY #</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Released by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Principal)

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Delivery Person)

Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Receiving Person)

Distribution: Vendor – Original  
Warehouse – Copy  
CNP Supervisor – Copy  
Maintenance Dept. - Copy

**FIXED ASSET DEPARTMENT  
TRANSFER / PICK-UP FORM**

**SCHOOL/SITE PICKED-UP FROM:** \_\_\_\_\_

**SCHOOL/SITE TRANSFERRED TO:** \_\_\_\_\_

**INSTRUCTIONS:** \_\_\_\_\_

ITEM	ASSET	SERIAL		WORN			
DESCRIPTION	NUMBER	NUMBER	QTY	OUT	SALVAGE	TRANSFER	COMMENTS

**RELEASED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**RECEIVED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PICKED-UP BY:** \_\_\_\_\_

## Mobile County School Board Accounts Payable Department

### What is E-Payables?

The District has adopted the use of Pava, powered by Solvit Software, Inc. Pava receives invoice and purchase order details from Accounts Payable and assigns a one time use credit card number.

E-Payables allows the District to pay vendors via a credit card and turn around vendor payments in a shorter time frame than the current paper check you now receive.

### How Does E-Payables Work?

- After goods are delivered and/or services rendered, vendors submit invoices to the Accounts Payable Department according to the current process.
- When Accounts Payable has authorization of a 3-way match (purchase order, delivery receipt and invoice) AND the invoice(s) are due for payment according to your current payment terms with the District, E-Payables begins its process.
- The vendor then receives an email notification of the payment from the District.
- The vendor then logs into a secure site using their assigned user ID and password. 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.

### What are the Benefits to using E-Payables?

- 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 E-Payables Program?

Simply contact Mobile County School Board Accounts Payable Department (251) 221-4438 and request to be enrolled in the E-Payables payment program.

**SOLVIT SOFT, INC & REGIONS BANK**  
**PAVA VENDOR ENROLLMENT DATA ELEMENTS**

Please complete data elements 2 – 5:

1. AP Code (Internal Use Only- MCPSS)
2. Vendor Name (Vendor Use)
3. Account Receivable Contact – Name (Vendor Use)
4. Account Receivable Contact - Email Address (Vendor Use)
5. Account Receivable Contact – Phone Number (Vendor Use)

AP CODE	VENDOR NAME	AR CONTACT NAME	AR CONTACT EMAIL	AR CONTACT PHONE

# IMMIGRATION LAW COMPLIANCE

## CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

### Vendor Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address* *Suite/Unit #*

\_\_\_\_\_ *City* *State* *ZIP Code*

Phone: ( ) \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

The documents are available at [www.mcps.com/immigrataion](http://www.mcps.com/immigrataion) and [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify)

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

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

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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.

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Organization Name

PR/Award Number of Project Name

---

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

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Signature(s)

Date

## **INSTRUCTIONS FOR CERTIFICATION**

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



## **Vendor Disclosure Statement Information and Instructions**

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

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

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

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

### **Definitions as Provided in Act 2001-955**

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

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

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

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

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

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

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

### **Instructions**

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

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



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

(      )

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

(      )

This form is provided with:

- Contract   
 Proposal   
 Request for Proposal   
 Invitation to Bid   
 Grant Proposal

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

- Yes   
 No

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

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

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

- Yes   
 No

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

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

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

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

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

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

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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.)

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

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

BOARD OF SCHOOL COMMISSIONERS  
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 16-19

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
- PAVA Vendor Enrollment Data Sheet
- Read all bid requirements and specifications
- Alabama Immigration Law Compliance Documents
- Vendor Disclosure Statement

**SPECIFICATION VARIANCE SHEET**

**BID ON: BAND INSTRUMENTS**

**BID NO: 13-71**

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

**ITEM #**

**EXPLANATION**

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**BID ON: NEW SERVING LINES - MURPHY HIGH SCHOOL - CNP**

**BID NO: 16-19**

**OPENED: MARCH 16, 2016 @ 2:00 PM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>BRAND/ MODEL</b>	<b>WARRANTY</b>	<b>DELIVERY AFTER RECEIPT OF P.O.</b>
<b><u>MURPHY HIGH SCHOOL</u></b>							
<b><u>New Serving Lines:</u></b>							
1	<b>COMBINATION COUNTERS</b> As per specifications. <b><u>Acceptable Unit:</u></b> Atlanta Custom Fabricators, BSI, Mod-U-Serve; or approved equal.	3 ea	\$ _____	\$ _____	_____	_____	_____
2	<b>QUICK SERVICE COLD COUNTER</b> As per specifications. <b><u>Acceptable Unit:</u></b> Atlanta Custom Fabricators, BSI, Mod-U-Serve; or approved equal.	1 ea	\$ _____	\$ _____	_____	_____	_____
3	<b>COMBINATION COUNTER</b> As per specifications. <b><u>Acceptable Unit:</u></b> Atlanta Custom Fabricators, BSI, Mod-U-Serve; or approved equal.	1 ea	\$ _____	\$ _____	_____	_____	_____
4	<b>ICE COUNTER</b> As per specifications. <b><u>Acceptable Unit:</u></b> Atlanta Custom Fabricators, BSI, Mod-U-Serve; or approved equal.	2 ea	\$ _____	\$ _____	_____	_____	_____

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL COST	BRAND/ MODEL	WARRANTY	DELIVERY AFTER RECEIPT OF P.O.
5	<b>GUIDE RAIL</b> As per specifications. <u>Acceptable Unit:</u> Atlanta Custom Fabricators, BSI, Mod-U-Serve; or approved equal.	1 ea	\$ _____	\$ _____			
<b>Grand Total</b>				\$ _____			

**A mandatory pre-bid meeting will be held on Wednesday, March 2, 2016 at 10:00 am at Murphy High School, 100 South Carlen Street, Mobile, AL 36606.**