



# Mobile County PUBLIC SCHOOLS

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

**BOARD OF SCHOOL COMMISSIONERS**  
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**SUPERINTENDENT** Chresal D. Threadgill

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

Bid No. 19-02

January 10, 2019

BUYER: RHONDA WILLIAMS

## **REQUEST FOR PROPOSAL** **ONLINE SAFETY TRAINING PROGRAM**

Sealed proposals will be received by the Board of School Commissioners of Mobile County, Alabama at its Purchasing Department, 1 Magnum Pass, Mobile, Alabama 36618, until **Thursday, January 31, 2019 @ 10:00 AM** at which time they will be publicly opened and read aloud.

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

### **PLEASE PRINT OR TYPE BELOW**

Legal Name of Vendor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

(List Toll Free Number if Applicable)

Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Bidder

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

\_\_\_\_\_  
Director of Purchasing  
Mobile County Public Schools

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

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

## VENDOR BID REGISTRATION

Vendors:

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

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

1. Go to <https://bidreg.mcpss.com/ezregistration.html>
2. Select “New Applicant” and you will create a user name and password, and then follow the prompts.
3. Please note the email bid notifications will be sent from [bidnotify@mcpss.com](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.

**GENERAL TERMS AND CONDITIONS**  
**MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.**

**1. ALABAMA IMMIGRATION LAW COMPLIANCE:**

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

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

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

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

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

**6. AWARD CONSIDERATION:** The following factors will be considered in determining the lowest **responsible** bidder:

Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

**7. BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the

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

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

**9. CONFLICT OF INTEREST:** Section 36-25-9 of the Code of Alabama states: "No member of any county or municipal agency, board, or commission shall vote or participate in any matter in which the member or family member of the member has any financial gain or interest" Employees may not use their offices or positions for personal gain and must adhere to applicable provisions of the Alabama Ethics Law and the MCPSS Board policy 6.10 concerning Ethics. Further information can be found on both the Alabama Ethics Commission's and MCPSS Website.

**10.DELIVERY OF BIDS:** Bids must be received in the Purchasing Office by the the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be addressed to the Board of School Commissioners, Purchasing Office, P.O. Box 180069, Mobile, AL 36618; when using other couriers, send to the Board of School Commissioners, Purchasing Office, 1 Magnum Pass, Mobile, AL 36618. The School District accepts no responsibility for premature opening

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

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

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

**12. FEDERAL MONIES**

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

Clean Air Act (42 U.S.C. 7401-7671q); Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387)

Buy American provision (7 CFR §210.21); Equal Employment Opportunity (41 CFR §60); Davis-Bacon Act (40 U.S.C. 3141-3148) ;Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2); Debarment and Suspension (Executive Orders 12549 and 12689)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)  
Procurement of Recovered Materials (See §200.322)

**13.HAZARDOUS AND TOXIC SUBSTANCES:**

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

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

**14. INVOICING, DELIVERY, PACKAGING:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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samples after bid opening to assist in the evaluation of proposals submitted.

**28. TABULATION:** Bid results are posted on Purchasing's web site, and will remain for sixty (60) days after the posting date. The awarding bidders will be sent a written notification via mail.

**29. TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Board of School Commissioners of Mobile County. Insufficient funds shall be the grounds for immediate termination of this solicitation.

**30. TERMINATION FOR THE CONVENIENCE OF THE BOARD:** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Purchasing Manager shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the Purchasing Manager. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**31. TERMINATION FOR DEFAULT:** If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

**A. FORCE MAJEURE:** The parties' under this agreement are subject to, and neither party shall be liable for delays, or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control

**32. WARRANTY:** The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless

otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

**33. VENDOR LIST:** A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

**THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.**

**THE SCHOOL BOARD OF MOBILE COUNTY,  
ALABAMA**

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**RUSSELL HUDSON  
DIRECTOR OF PURCHASING**

# MINIMUM SPECIFICATIONS RFP ONLINE SAFETY TRAINING PROGRAM

## I Intent of Bid

- A. The intent of this RFP is to establish a contract between the Board and a bidder that specializes in K-12 web based Online Safety Training Program” as described herein. This online training program is to facilitate and broaden the horizons and awareness of employee safety and risk control in an effort to minimize incidents, claims and lawsuits.

The offeror(s) shall provide a turnkey web-based application system including hardware, software, all appropriate licenses and components, and implementation of the online risk management employee safety training program.

- B. **Background.** The Mobile County Public School System (MCPSS) currently contracts out individual training requirements, or handles in house by each responsible department. MCPSS serves over 56,000 +/- students at 88 schools and approximately 7500 +/- employees.

## II Qualifications of Bidders

- A. Proposals will be accepted only from firms engaged on full time basis in the web-based safety software supply business and must be the manufacturer or the manufacturers authorized dealer.

## III Delivery and Method of Award

- A. Contract will be awarded to the most responsible bidder who has demonstrated to be the most advantageous and best value to MCPSS. This will be determined through the evaluation method listed, and through interviews (if necessary). It is the sole discretion of MCPSS to determine if the bidder is responsible under the terms and conditions set forth in the RFP. Furthermore, it is MCPSS sole discretion to terminate this agreement, or not to renew contract or make an award.
- B. Proposals will be evaluated on a combination of factors. The evaluation factors are (1) price, (2) technical capability and (3) business stability and (4) exceptions or modifications.
- C. Bidders ***must*** submit the following information in with their proposal: 3 Copies of Proposal – 1 Original and 2 copies and one (1) flash drive. If there are any discrepancies in copies, the hard copy will prevail.
- D. Preparing Proposal: Submit proposals in four sections – Price, Technical Capability, Business Stability and Exceptions. The entire response must be in the order and indexed to the follow the RFP.
- E. Include in the response, an executive summary not more than one (1) page stating the offeror’s overview of the project. This needs to be the first page in front of the four sections.
- F. Oral/Interview/Demonstration. MCPSS may require the qualified bidders that are considered in the competitive range to participate in an oral interview/demonstration of their proposal and answer any questions MCPSS may have. Any cost incurred are the responsibility of the bidder.

## SECTION I - TECHNICAL CAPABILITIES

### A. METHODOLOGY

In this section, the offeror shall describe in detail the methodology and procedures that are to be used to accomplish the MCPSS requirements for this RFP. This should include planning, training, coordination, and problem solving. Also, this section shall include any information on your system that will assist in the understanding of what the offeror proposes to do and provide, but not limited to, background and purpose of system; why your system is the best product for MCPSS purposes and how the roll-out of your system will be accomplished. Provide an outline of the organization that will be employed. The organization outline should clearly describe the numbers and professional category of personnel to be employed, the chain of command of the organization (including the names of key personnel and resumes), and any other details that will aid in understanding how the job is proposed to be accomplished.

It shall be the responsibility of the selected offeror to meet specifications and guidelines set forth herein.

## **B. CAPABILITIES**

The Offeror and its web-based employee safety training program shall provide usual and customary online employee safety training and compliance services that shall include, at a minimum, the following

### **Topics/ MCPSS would like to see in the online Course Training in these areas.**

- Safety and Awareness
- Security
- Human Resources
- Health and Wellness
- CNP (Child Nutrition Program)
- Social Services
- Information Technology
- Transportation

### **Specific Training but not limited to:**

The Offeror should demonstrate the ability to meet the following needs through their proposed safety program training:

- (1) School/District focused training, demonstrating scenarios that are specific to the K-12 education context.
- (2) Content that is engaging, easy to understand and thorough.
- (3) Extensive library on various topics/subjects, to include at a minimum:
  - a. Safe lifting techniques
  - b. Slips, trips and falls prevention
  - c. Strain prevention
  - d. Safe driving techniques
  - e. New hire training
  - f. Job-specific training
  - g. 2- Hour EPA Required Asbestos Awareness Training
  - h. Bloodborne Pathogens
  - i. Cyber security
  - j. Active shooter bullying
- (4) Post-training quizzes to test employee knowledge following completion of a unit.
- (5) Ability to track employee sessions and completion of content.
- (6) Report generation (training assigned, training completed, quiz results, etc.).
- (7) Ability to integrate with the district's active directory (ability to sync with MCPSS as new employees arrive).
- (8) Automatic e-mail notifications to staff, notifying them of assigned training and notifying reviewer of completed training.
- (9) Training material written up by prominent authority.
- (10) Multi-media presentation capability.
- (11) Select content available in Spanish.
- (12) Ability to add custom MCPSS content to platform.

**Note: The Offeror shall provide a login to view a demo version of their proposed product for MCPSS staff to review as a part of their evaluation of the proposal.**

### **Safety Program Support/Maintenance**

The Offeror must demonstrate the ability to provide proper support for their product.

1. Provide customer service as needed via a helpline, help tutorials, etc.
2. Maintain a system uptime of 99% or better.
3. Supports single sign-on using the District employees' credentials.



### Successful K-12 Implementation

A product that is customized to the K-12 space is a critical part of this program. The Offeror should demonstrate experience in successfully implementing similar programs at other school districts.

1. Provide two (2) examples of successful implementation in similar districts. Include type of services provided, brief explanation of rollout and a description of results in the sample districts.
2. Demonstrate a minimum of 5 years' experience providing this or similar service.
3. Have the ability to implement Operational System within 45 days from date of PO.

### SECTION II - BUSINESS STABILITY

**A. History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with MCPSS for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Mobile County, Alabama. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Alabama. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

**B. Financial Status** - Describe the financial status of the firm; include the audited financial statements (income statements and balance sheets) for the past two (2) accounting years.

**C. References** - List as references (names, address, contact persons and toll-free phone numbers) a minimum of three (3) clients (K-12) of similar size and nature to MCPSS for which a project was completed within the last three (3) years. A brief description of the services provided shall accompany each reference.

**D. Subcontractors** - Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

**E. Previous Default** - Indicate if you or any predecessor organization have ever defaulted on a contract or been denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in or has been involved in any litigation in the past ten (10) years, please list the parties to the litigation, the civil action number and a brief explanation of the matter. Indicate whether or not your company, any subsidiary, or any related division or entity has ever defaulted on a contract with MCPSS or has ever been involved in any litigation with MCPSS.

If yes, please provide details.

**SECTION III – PRICE**

In this section, the Offeror shall outline all components of the system for purchase and implementation and complete the Pricing Schedule that identifies all pricing elements proposed to accomplish the MCPSS requirements. Pricing should reflect access rights for a baseline of 7500 employees and include a price per license above 7500 employees.

**F. EVALUATION FACTORS**

<b>NO.</b>	<b>FACTOR</b>	<b>POINTS</b>
<b>SECTION I</b>	<b>TECHNICAL CAPABILITY</b>	
<b>Section I-A</b>	<b>Methodology</b>	<b>10</b>
<b>Section I-B</b>	<b>Capabilities</b>	<b>40</b>
<b>SECTION II</b>	<b>BUSINESS STABILITY</b>	<b>20</b>
<b>SECTION III</b>	<b>PRICE</b>	<b>30</b>
<b>TOTAL</b>		<b>100</b>

IV Insurance

When the responsive and responsible Contractor has been identified, he or she will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within five (5) days of the date of written notification to the Contractor. Providing proof of and maintaining the insurance coverage indicated below will be reviewed as part of the Contractor’s qualifications, including but not limited to whether the Contractor is responsive or responsible.

The following general requirements apply to any and all work under this contract by all Contractors and Subcontractors of any tier.

**VENDOR INSURANCE REQUIREMENTS**

The vendor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required by law and under the terms of the bid specifications. The vendor shall procure, prior to bid award and maintain for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the vendor, his agents, representatives, employees, or sub-contractors. Failure to provide insurance requirements as specified in “Instructions to Bidders” and Bid Specifications may be considered as being non-responsive to bid. Vendor shall submit to the Mobile County Public Schools, their Certificate of Insurance **five days prior to award or earlier**.

**A. MINIMUM SCOPE OF INSURANCE:**

**1. General Liability:**

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after approval from the Procurement Director.

**Commercial General Liability:**

- Products and Completed Operations
- Contractual
- Personal Injury
- Explosion, Collapse and Underground
- Broad Form Property Damage

**2. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**3. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness, disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

**4. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**B. LIMITS OF INSURANCE:**

**1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000	General Aggregate Limit
\$1,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$1,000,000	Fire Damage (when applicable)

**2. Automobile Liability:**

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**3. Workers' Compensation:**

As Required by the State of Alabama Statute

**4. Employers Liability:**

\$100,000 Bodily Injury by Accident or Disease  
\$500,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

The Purchasing Director is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Mobile County Schools' best interest. If the insurance requirements are not adjusted by the Purchasing Director prior to the Mobile County Schools' release of bid specifications, then the limits stated herein shall apply.

**1. General Liability and Automobile Liability Coverage Only:**

a. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.

**2. All Coverage:**

- a. Vendors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Mobile County Schools. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Mobile County Schools.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A.M. Best's rating of no less than B+V.

**E. VERIFICATION OF COVERAGE:**

The Mobile County Schools shall be indicated as a Certificate Holder and the vendor shall furnish the Mobile County Schools with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be received and approved by the Mobile County Schools before contract is awarded. The Mobile County Schools reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. PROFESSIONAL LIABILITY**

The Contractor shall procure and maintain during the life of the contract Professional Liability Insurance coverage with a minimum amount of \$5,000,000.00 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this contract. The policy shall include independent contractors providing professional services on behalf of the Offeror. Liability under a contract of professional services must be covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. Offeror shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

The Contractor shall procure and maintain Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.

The obligations for the Offeror to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Offeror, whether or not same is covered by insurance.

**V Terms of Payment**

- A. While it is the intent of the Board of School Commissioners to pay all bills within thirty (30) days, there may be times when this strict requirement cannot be adhered to, as payment is normally processed approximately thirty (30) days from final approvals of receipts and verified invoices. Should a contestment result regarding quality, terms, etc., the thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices and/or certified copies of an original, should a copy be the only thing available. If a copy is used, certification must state "true, correct, and unpaid original invoice", and signed by an official of the company.

- B. **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.)**
- C. The above stated terms of payment are the only terms which the Board will consider. Any bid submitted which does not comply with our stated terms will not be considered for award.

#### VII Questions

All questions and/or correspondence during the entire proposal process shall be directed to MCPSS, Purchasing Dept., Rhonda Williams @ 251-221-4473 or e-mail [rbwilliams@mcpss.com](mailto:rbwilliams@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.mcps.com/immigrataion](http://www.mcps.com/immigrataion) and [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify)

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

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

# **Mobile County School Board Accounts Payable Department**

## **What is a Virtual Credit Card?**

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

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

## **How Does Virtual Credit Card Work?**

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

## **What are the Benefits to using the VISA Virtual Card?**

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

## **How do I Participate in the VISA Virtual Card Program?**

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

## AOC/Regions Bank

### VISA Virtual Card Vendor Enrollment Data Elements

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

**Vendor please provide and complete below:**

Vendor Name

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Vendor Address

---

Vendor A/R Contact Name

---

Vendor A/R Email Address

---

Vendor A/R Phone Number

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If you have any questions please contact Chuck Harben in Accounts Payable 251-221-4437 or email [charben@mcpss.com](mailto:charben@mcpss.com).



## CHECKLIST

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

\_\_\_\_\_ Mailing envelope has been addressed to:

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

OR

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

\_\_\_\_\_ Mailing envelope must be sealed and marked with:

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

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

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

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

- The **Request For Proposal** sheet has been signed
- The minority questionnaire
- Proposal Response Form (all pages)
- The debarment sheet
- Addendum (if any) has been included
- AOC Vendor Enrollment Data Sheet
- Read all proposal requirements and specifications
- Alabama Immigration Law Compliance Documents
- Vendor Disclosure Statement
- Experiences
- Technical Capabilities – (Methodology, Capabilities, History & Organizational Structure of the Firm, Financial Status, References, Subcontractors and Previous Defaults)
- 3 Copies of Proposal – 1 Original (2 copies) and 1 Copy on Flash Drive

BOARD OF SCHOOL COMMISSIONERS  
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 19-02

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: \_\_\_\_\_

**SPECIFICATION VARIANCE SHEET**  
**BID ON: RFP ONLINE SAFETY TRAINING PROGRAM**  
**BID NO: 19-02**

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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**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

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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
----------------------------------	---------	-------------------------

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
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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.*



**BID ON: RFP ONLINE SAFETY TRAINING PROGRAM**

**BID NO: 19-02**

**OPENED: JANUARY 31, 2019 @ 10:00 AM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>MFR/BRAND SOFTWARE VERSION</b>	<b>TOTAL COST</b>
1	Online Safety Training Software Fee	_____	\$ _____
2	Installation/Implementation	_____	\$ _____
3	Professional Services/Training		\$ _____
4	Other (attach additional sheet if needed)		\$ _____
	_____		
	_____		
	_____		
5	Annual Maintenance & Support - 1st year and Licensing for 7500 employees		\$ _____
6	Annual Maintenance & Support - 2nd year and Licensing for 7500 employees		\$ _____
7	Annual Maintenance & Support - 3rd year and Licensing for 7500 employees		\$ _____
8	Price per License above 7500		\$ _____
	<b>Grand Total</b>		\$ _____