

Mars Hill Bible School (MHBS) Request for Quote (RFQ) 2024-NPS-71

Background:

The Mars Hill Bible School (MHBS) is a private Christian day school for boys and girls with principal administrative offices located at 698 Cox Creek Pkwy, Florence, AL 35630. The school begins at Pre-School (including infant care) and continues through Elementary, Middle and High School. While the campus facilities are roughly divided between these traditional academic boundaries there are number of common areas (cafeteria, gym, auditorium, sports fields, etc.) used by all the students, faculty and staff at various times during any day or week. MBHS also participates in a variety of preparatory athletics at all levels, and it is not unusual to have activity on campus after school hours and on weekends.

MBHS leadership is dedicated to protecting our school, students, faculty and staff. While MBHS requires procedures and protocols, professional vigilance/response and security technology to accomplish this goal, this Request for Quote (RFQ) is focused on the physical security aspect. Furthermore, it is reflective of details developed in a security assessment done across the MHBS campus in late 2023. This assessment identified the need for physical solutions across the campus. In particular, physical barriers and exterior lighting for all locations covered by this RFQ. The Mars Hill Bible School Preschool location will be receiving quotes for contracted SRO Personnel.

Funding for security equipment purchase and related renovations/upgrades/modifications, or physical security enhancements to existing structures is tied to Federal Emergency Management (FEMA) Preparedness Grants acquired by MHBS. Submission and approval for the grants was made in cooperation with the Alabama Law Enforcement Agency (ALEA) which administers the program throughout the state. Please note that all funds used for these projects are subject to oversight and audit at both the federal and state level.

Quote Information and Requirements:

While MBHS is looking for responsible bidders that possess the ability to perform under the terms and conditions of the contract. Responsible contractors are based on such things as integrity, past performance, references, and technical resources.

- Mars Hill Bible School – High School & Middle School – 1200 Mars Hill Road, Florence, AL 35630

All Quotes must include:

- The extended cost of all equipment. Contracts will use cost and not “cost plus” or “percentage of construction costs” unless it is determined no other contract is suitable, and the contract includes a ceiling price that the contractor exceeds at his own risk.
- Must include a certification statement that the contractor nor their principal officers are debarred or suspended from participating in Federal awards.
- Must include a statement of ownership listing legal business name, principal owners, entity type, State of Formation and date.
- Contractors must provide a Certificate of Liability showing General Liability and Workers Compensation coverage. The Certificate must name MHBS as additional insured for General Liability with minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- Cost of any required mounting hardware, material, wiring and cabling.
- Project timeline
- Any Labor and Administrative costs.
- All travel or lodging costs associated with installation.
- Descriptions of any manufacturer and/or installer warranties.
- MHBS encourages Buy American and requires company of origin statements from recipients and subrecipients for manufactured products and processes.
- Information regarding applicant’s experience and expertise (including references).
- Plans for training and indoctrination included with purchase/installation.

Additional:

- Award decisions will be made on a competitive best value basis, using “best value tradeoff” among price and non-price factors. The trade-off process permits tradeoffs among Cost/Price and non-price factors and allows MHBS to award to a higher priced Offeror when the decision determines the higher cost/priced Offeror represents the best value to MHBS.
- Mars Hill Bible School reserves the right to reject any or all bids if, in its sole discretion, it determines that the prices submitted are unreasonably high or exceed the budget amount for the project.
- To permit maximum participation from small businesses, minority businesses, women’s business enterprises, and veteran-owned businesses MHBS allows for the division of this RFQ into separate documents/procurement transactions listed below.
 - Lighting
 - Security Fencing & Pedestrian Gates
 - Traffic Gates

- Bidders are responsible for all Florence City, Lauderdale County, and State of Alabama permits, regulations, and zoning ordinances. Including approval of City of Florence Fire Chief regarding pedestrian and traffic gates.

2024-NPS- 70 Equipment & Installation Requested.			
#	Type	Details	Additional Information
1.	Lighting	3 light poles with LED fixtures	Approx. 459' underground & 90' arial wiring Optional pricing all arial power.
2.	Fencing including pedestrian gates	a) Approximately 40' of 8-foot-high security fencing. b) Two 8' wide pedestrian gates with/ without electronic controls.	Controls preferred to integrate with DMP access control system, provide a conduit and dry contact cable relay which is run to the nearest panel/building
3.	Traffic Gate	Two cantilever traffic gates approximately 39' in total for each gate to cross approximately 15' roadway.	Automatic preferred to integrate with DMP access control system, provide a conduit and dry contact cable relay which is run to the nearest panel/building Optional pricing – manual closure

Bids will be accepted by complete package or by "type". For consistence of look and compatibility individual item bids or complete (lighting, fencing, traffic gates) bids must be award among for all three bid requests, 2024-NPS-70, 2024-NPS-71 and 2024-NPS-72. Example: Bids of "lighting" will be awarded across these three requests to the same contractor.

HS/MS google earth



Google Earth

Image Landsat/Copernicus

100 ft

MHBS Point of Contact (POC):

Please address any questions, bid packages, debarment certifications, statement of ownership, completed quotes to one of the following –

Mr. Pat Moon
Mars Hill Bible School
Chief Financial Officer
698 Cox Creek Pkwy
Florence, AL 35630
pat.moon@mhbs.org

OR

Ms. Lori Tays
Mars Hill Bible School
Vice President External Relations
698 Cox Creek Pkwy
Florence, AL 35630
ltays@mhbs.org

OR

Dr. Laws Rushing, II
Mars Hill Bible School
President
698 Cox Creek Pkwy
Florence, AL 35630
Laws.rushings@mhbs.org

Appendices and Attachments:

Upon selection the contractor will be required to complete the following certifications:

Appendices

- A) Certification regarding lobbying.
- B) Certification BABAA
- C) Contract Provisions

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

APPENDIX B, SELF -CERTIFICATION REGARDING BABAA.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of _____ Authorized Official
Contractor

Name and Title of _____ Authorized Official
Contractor

DATE

Contract provisions

Contractor must comply with the following Federal requirements:

Davis-Bacon Act found at Sam.gov. (Link provided below)

<https://sam.gov/wage-determination/AL20250100/4>

The Davis-Bacon Act requires that contractors must pay wages to laborers at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination.

Copeland "Anti-kickback" Act which prohibits workers on construction contracts from giving up wages that they are owed.

Contractor. The contractor or Subcontractor shall comply with 18 U.S.C § 874, 40 U.S.C. § 3145, and the requirements of 29.C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The (Mars Hill Bible School) may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its re-procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a

violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by ([Mars Hill Bible School](#)). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to ([Mars Hill Bible School](#)), the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system;
and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this

clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preference for Procurements.

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Build America, Buy America Act (BABAA).

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to ([Mars Hill Bible school](#)) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

Attachments



Sample light pole from Mars Hill's Early Education Building



Light pole 1, location



Light pole 2, location



Light pole 3, location



Sample only



Sample Only



Sample Only



Gate 1, location (traffic gate)



Gate 2, location



Gate 3, location



Gate 4, location (traffic gate)



This is only a sample traffic gate
