

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: **sd**

Buyer: **DON ROSE**

Please quote the lowest price at which you will furnish the articles listed below

DATE 04/28/2016	BID NO. 4936	DEPARTMENT PARKS	Commodities to be delivered F.O.B. Mobile to: As Directed
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This bid must be received and stamped by the Purchasing office not later than:

10:30 AM, Wednesday, May 11, 2016

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>GARBAGE COMPACTOR RENTAL AND SERVICE</p> <p>The City of Mobile is seeking bids for rental, maintenance, and servicing of compactor dumpster(s) for the City's downtown business district for the collection of non-hazardous, non-infectious, solid waste.</p> <p>The City has an immediate need for rental for, of one 28-30 yard compactor dumpster to be placed on City owned property on South Washington St. near the intersection of Conti St. Vendor will service this dumpster, to include delivery, setup, haul and empty when full to the transfer station at 4770 Hamilton Blvd, Theodore, AL, maintenance and repair, and removal at the end of the contract term.</p> <p>The City may also rent, with the same service requirements, one or two additional compactor units of varying size for use in the downtown business district during the contract period in addition to the immediate compactor dumpster required. The City intends to select a single vendor for the rental and service of all of these compactor dumpsters.</p> <p>Vendors shall bid the rental service of one 28-30 yard compactor dumpster, one 24-26 yard compactor dumpster, and one 18-20 yard compactor dumpster, with the following specifications:</p> <ul style="list-style-type: none"> -delivery and set up within 30 days of the contract award, or upon notice by the City of the need for an additional unit -new or newly refurbished, including fresh or new exterior paint -keyed/card access control -odor control system 					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned unopened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below.
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p style="text-align: center;">Page 2 of 6</p> <p>-full-container indicator or pressure gauge to indicate load fill</p> <p>-independently-powered lift / tipper arm for carts with smooth operation</p> <p>-7x24 hour support service for repair, with technician response to the site within 3 hours of service call</p> <p>-haul service within 4 hours of dumpster-full notification</p> <p>-haul service turnaround not to exceed three hours</p> <p>The City will provide a prepared site with pad, ramp access, power, lighting, water, and drainage. The City will ensure the site is accessible for Vendor and meets City zoning and health department requirements.</p> <p>The compactor will be used and operated by employees of downtown businesses who will be trained in the operation of the compactor and lift units, and will have keyed access to the power units.</p> <p>The City will provide training and access card/key control. Service calls to the Vendor will be made by City employees.</p> <p>There is no guarantee on the volume of garbage that will be collected and the number of hauls that will be required. The Vendor will collect the tip ticket from the Mobile Transfer Station on Hamilton Blvd, and provide it to the Public Works Superintendent within 24 hours of tipping. The City of Mobile will pay the tipping fee to the transfer station.</p> <p>The low bid will be determined as the annual sum total for the rental, service, and estimate transfer charges as detailed on the bid pricing sheet. Award will be made to the Vendor with the overall lowest bid total. State Bid Law local preference rules will apply.</p> <p>The City's desire is to enter into one-year contract, with the option upon mutual consent of the City and Vendor, for renewal for two additional years at the existing service prices.</p> <p>All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by these specifications. No contract will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or</p>					
			TOTAL			

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Firm Name _____

By _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION																		
			Dollars	Cents	Dollars	Cents																	
	<p align="center">Page 3 of 6</p> <p>inadequate experience, or who lacks the necessary capital, organization, personnel, and equipment to conduct and complete the services required. The decision of the City will be final. To that end, bidders shall demonstrate that they have at least 5 years of experience servicing commercial compactor dumpsters</p> <p>Vendors shall be required to comply with all laws and permit requirements related to solid waste storage and transportation.</p> <p>Vendors shall provide with this bid the following:</p> <p>Registration Number with Secretary of State Office _____</p> <p>City of Mobile Business License Number _____</p> <p>E-Verify Enrollment Number _____</p> <p>Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES _____ NO _____</p> <p>Do you have a place of business in the State of Alabama? YES _____ NO _____</p> <p>Do you have a place of business within the City of Mobile or its police jurisdiction? YES _____ NO _____</p> <p>Should the City consider your business to be:</p> <p>Woman Owned YES _____ NO _____</p> <p>Minority Owned YES _____ NO _____</p> <p>Veteran Owned YES _____ NO _____</p> <p>Disadvantaged Owned YES _____ NO _____</p> <p>A Small Business YES _____ NO _____</p> <p>Vendors will be required to demonstrate and maintain insurance coverage in the following minimum amounts:</p> <table border="0"> <tr> <td>Workers compensation-</td> <td>Statutory requirement</td> </tr> <tr> <td>Bodily Injury Liability</td> <td>\$250,000/person</td> </tr> <tr> <td></td> <td>\$500,000/occurrence</td> </tr> <tr> <td>Property damage Liability</td> <td>\$100,000/occurrence</td> </tr> <tr> <td>Bodily Injury/Property Combined</td> <td>\$500,000/occurrence</td> </tr> <tr> <td>Automobile Bodily Injury</td> <td>\$250,000/person</td> </tr> <tr> <td></td> <td>\$500,000/occurrence</td> </tr> <tr> <td>Automobile Property Damage</td> <td>\$100,000/occurrence</td> </tr> <tr> <td>Auto Bodily/Property Combined</td> <td>\$500,000/occurrence</td> </tr> </table>	Workers compensation-	Statutory requirement	Bodily Injury Liability	\$250,000/person		\$500,000/occurrence	Property damage Liability	\$100,000/occurrence	Bodily Injury/Property Combined	\$500,000/occurrence	Automobile Bodily Injury	\$250,000/person		\$500,000/occurrence	Automobile Property Damage	\$100,000/occurrence	Auto Bodily/Property Combined	\$500,000/occurrence				
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			TOTAL																				

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 4 of 6</p> <p align="center"><u>BID PRICING SHEET</u></p> <p>Please submit bids for the following items, which shall be the only costs regularly billed to the City. Note, these total amounts may not reflect actual services required by the City, but are estimates for determining the lowest bid. Actual charges at the below rates will be calculated and invoiced as needed:</p> <p>Monthly rental compactor dumpster (to include all fees)</p> <p>28-30 yd \$ _____/mo x12 mo/yr = _\$ _____</p> <p>24-26 yd \$ _____/mo x12 mo/yr = _\$ _____</p> <p>18-20 yd \$ _____/mo x 12 mo/yr = _\$ _____</p> <p>Haul to Hamilton Blvd Transfer Station</p> <p>28-30 Yard: \$ _____/haul x 25 hauls/yr \$ _____</p> <p>24-26 Yard: \$ _____/haul x 25 hauls/yr \$ _____</p> <p>19-20 Yard: \$ _____/haul x 25 hauls/yr \$ _____</p> <p>Setup charges (if any, total for all 3) \$ _____</p> <p>Termination charges (if any, total for all 3) \$ _____</p> <p>On site service charges, if any</p> <p> \$ _____/hour @ 15 hours/year= \$ _____</p> <p>Other annual charges (please specify) \$ _____</p> <p><u>Annual total bid amount (sum of all charges)</u> \$ _____</p> <p><u>PLEASE SIGN THIS PAGE IN THE SPACE PROVIDED AT THE BOTTOM OF THE SHEET INDICATING YOUR COMMITMENT TO THESE BID PRICES.</u></p>					
			TOTAL			

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Page _____ of _____

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			Dollars	Cents	Dollars	Cents
	<p style="text-align: center;">Page 5 of 6</p> <p>Please be sure that all documents submitted reflect the same business name.</p> <p>All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>10:30 A.M., Wednesday, May 11, 2016.</u></p> <p>A bid bond is not required.</p> <p>Any bids delivered after <u>10:30 A.M., Wednesday, May 11, 2016</u> will be returned unopened.</p> <p>It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the <u>10:30 A.M., May 11, 2016</u> date and time for the bid.</p> <p>Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.</p> <p>Pricing for this bid to be good through the contract award period, and, if elected by both parties for renewal, throughout the renewal period not to exceed three years total from date of award.</p> <p>For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.</p> <p>Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.</p> <p>Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under <u>Bid #4936</u>.</p> <p>It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications</p> <p>This is a sealed bid; your response must be in a sealed envelope that has the <u>City of Mobile Bid #4936 and your company name</u> on the outside or the date and time of the bid opening.</p>					
			TOTAL			

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SAMPLE CONTRACT

Service Contracts over \$15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project: COMPACTOR DUMPSTER RENTAL & SERVICE

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and _____ (hereinafter "Provider").

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of Work.

Scope of the Service to be provided:

To provide Compactor Dumpster Rental and Service as per Exhibit A.

a. Term of the Agreement:

From date of Council Approval to _____, renewable at the discretion of the City of Mobile for two (2) additional one (1) year periods at the terms, conditions, and pricing at the end of the first term period.

b. Location: See Exhibit A

c. Lump sum cost or unit price:

Fee schedule is attached as Exhibit A which is incorporated by reference herein, and as per unit pricing at as required.

d. **Frequency of service: As required by volume and need.**

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, as Exhibit B, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or

written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. Exhibit C.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed; but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Providers shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602.

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Notices. Notice for the City shall be mailed to:

City of Mobile Purchasing Department
P. O. Box 1948
Mobile, AL 36633 or
205 Government Street, Mobile, AL 36602.

Notices to Provider shall be mailed to:

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D.

ARTICLE 15. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

_____, Its _____ (title)
On behalf of Provider

_____ Date

CITY,

Its Mayor

_____ Date

ATTEST:

City Clerk

_____ Date

EXHIBITS:

A Bid Solicitation and Response

B. Insurance

C. Business License(s)

D. E-Verify



PURCHASING DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)