

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: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/06/2020	5477	RISK MANAGEMENT	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Friday, October 23, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1	<p style="text-align: center;">SAFETY MANAGEMENT SOFTWARE</p> <p>Off the Shelf Safety Management Software as per the following and attached specifications.</p> <p>Bidder will return both these sheets and the attached sheets in a sealed envelope.</p> <p>Attached is a copy of the City of Mobile's standard contract to which the winner's bid will be attached.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/</p> <p>If the 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 Secretary of State prior to issuance of a Purchase Order.</p> <p>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 the issuance of a Certificate of Authority may be several weeks.</p>					
	Page 1 of 2		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 Verify your bid before submission as it cannot be withdrawn or corrected after being opened.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 un-opened.
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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
<p>Page 2 of 2</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.</p> <p style="text-align: center;">TO BE AWARDED ALL OR NONE.</p>							
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE SEALED BID #5477

SAFETY MANAGEMENT SOFTWARE

1. The City of Mobile is seeking commercial-off-the-shelf cloud-based software product to manage the City's safety compliance program. The City safety program covers the City employee workforce of approximately 2500 persons, to include police officers, firefighters, sanitation service workers, parks and recreation workers, and a wide range of other public service employees.
2. The City safety program includes incident reporting, documentation, investigation and management; facility compliance and risk reduction; and employee training, compliance, reporting and tracking. The City does not currently use a dedicated safety management software product, instead using an ad hoc collection of spreadsheets, Access databases, and personnel tracking software.
3. PERFORMANCE REQUIREMENTS: The City desires the software product to incorporate existing City incident, facility, and personnel records, in addition to accepting new data. The software must have intuitive, user-friendly interfaces, and excellent dashboard and reporting capabilities. and will include at a minimum the following features:
 - a. Incident Management
 - (1) Electronic Incident Report forms that can be accessed and completed via smartphone, tablet and computer
 - (2) Track medical restrictions and work status of injured employees
 - (3) Generate OSHA 300 log and auto-populate info from logged incidents
 - (4) Track vehicle accidents and incident history with customizable fields
 - (5) Generate advanced analytics and reports used for determination of trends and patterns
 - (6) Option to attach documents including photographs
 - b. Employee Tracking
 - (1) Track and generate reports for employee certifications and other requirements
 - (2) Notify users of upcoming certification expirations
 - (3) Track and generate records of employee immunizations
 - c. Facility/Location Audits
 - (1) Electronic audit forms can be accessed and completed via smartphone, tablet and computer that allow for document and photograph upload
 - (2) Provide automatic audit scoring based on set parameters
 - (3) Provide reports detailing open/resolved safety hazards and risks with advanced analytics
 - d. Substance Abuse Tracking
 - (1) Generate random selection lists for employee testing
 - (2) Document and record substance testing results
 - e. Initial Implementation of Data and Ongoing Support

- (1) Initial upload of employee roster including name, DOB, gender, employee ID, department, title, supervisor and driver's license and contact info
 - (2) Allows manual updates of rosters and records
 - (3) Data retention of prior employees that are no longer in service
 - (4) Initial upload of historical incident data including injuries, vehicle accidents and substance testing results
 - (5) Unlimited users, or the option to include a range of users at set pricing points
 - (6) Configurable permission levels for all users
 - (7) Initial and ongoing training and support via phone or computer
 - (8) Any upgrades to the software are included in the subscription
4. SOFTWARE SECURITY REQUIREMENT: The provider is required to have ISO 27001, 27017, or 27018 certified, or equivalent, security controls for cloud services due to the personally identifiable and protected health information that is expected to be handled by the software services offered.
5. OTHER PROVISIONS: The selected provider will be expected to sign a contract with the City of Mobile for the services provided.
- a. The provider will be required to register with the City of Mobile as a vendor and obtain a certification to operate a business within Alabama from the Alabama Secretary of State's office. Providers that maintain a business presence in Mobile will also require a City of Mobile business license.
 - b. Provider will be expected to indemnify City, but the City will not indemnify the provider.
 - c. Provider will be required to possess and provide additional insured coverage in the following amounts:
 - (1) Business liability: \$1,000,000
 - (2) Cyber Risk/Data Breach \$1,000,000
6. SELECTION PROCESS: The City will select the provider whose product meets or exceeds the above criteria at the best overall pricing as bid herein.
- a. The City expects that the software will be offered on a subscription basis, but will consider the total cost of ownership for a three year period in bid evaluation.
 - b. Provider may be required to demonstrate software performance for the City to validate software fitness for the purpose desired. It is the City's sole discretion as to whether the offered software meets the City's performance expectation.
 - c. The City will consider price preference for local providers in accordance with Alabama Code 41-16-50(a).

7. BID SUBMISSION:- Please provide the following information and sign below, using additional sheets for clarification as indicated:

a. Business name: _____

b. Business Address: _____

c. State of incorporation: _____

d. Point of contact name, title, email, phone. _____

e. Name of your software product _____

f. Web link for your software product: _____

g. **PRODUCT CONFORMANCE TO SPECIFICATIONS:** Does your software meet the performance criteria, including ISO 27001, 27017, or 27018 certification or equivalent? YES / NO
On a separate sheet, please describe any exceptions or clarifications, and the specific security controls for which your product is certified.

h. **TERMS:** Will you be able to comply with the contract terms? YES / NO
On a separate sheet, please describe any exceptions or clarifications, and a copy of any SAAS or End User License Agreement.

i. **COST/PRICING:** On a separate sheet, please provide a three-year total of the overall cost to the City for the software product. Please break down pricing into monthly and occasion specific components, to include:

- (1) Data import
- (2) Configuration
- (3) License/subscription fees.

Please indicate what is inclusive in the total pricing, and the pricing of any optional items. Where you cannot bill according to lump sum pricing, please include unit pricing and your best assumptions regarding hours, hourly rates, licenses or other pricing elements for which you would intend to charge at a unit rate.

8. SIGNATURE: _____

Printed Name and Title: _____

Date: _____

9. SUBMIT THIS SIGNED SHEET, with attached pricing and supplemental information by the Bid submission due date and time, and to the mailing address, as listed on the first page of this Request for Bids.
10. Questions may be submitted via E-MAIL only, not later than 5 days before bid opening, to Purchasing@CityofMobile.org.
11. This bid, and any addenda to this bid, may be found at: <https://www.cityofmobile.org/services/business/bids/>

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

City of Mobile

Project:

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"), a for profit company organized under the laws of the State of Alabama _____ and qualified to do business in Alabama.

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

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

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, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) 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.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

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. See Exhibit C which is attached hereto and incorporated by reference herein.

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: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. 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. 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 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

OR

P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

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 and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. 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 _____

_____ Date

State of Alabama

Mobile County

I, _____, a Notary public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this the _____ day of _____, 20__, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Notary Public

My Commission expires on: _____

CITY,

Its Mayor

_____ Date

ATTEST:

City Clerk

_____ Date



PROCUREMENT 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)