

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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: 002

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

DATE 4/29/2022	BID NO. 5676	DEPARTMENT Parks	Commodities to be delivered F.O.B. Mobile to: To Be Specified
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This bid must be received and stamped by the Purchasing office not later than: 3:00 PM, Friday, May 20, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>MOWING OF CITY OF MOBILE PROPERTY ON THE FORMER USA PROPERTY AT BROOKLEY INDUSTRIAL COMPLEX</p> <p>This bid is to provide mowing services at the former University of South Alabama property at Industrial Complex Park now owned by the City of Mobile. Maps of the mowing areas are attached.</p> <p>This bid is to provide two (2) types of mowing services.</p> <ol style="list-style-type: none"> To mow the areas designated as Mobile Industrial Development Board once a month from April to October. To mow those areas once per year or as needed. This area is marked on the following maps as Public Access. The current plan schedule is to mow in November 2021. <p>Maps of the mowing areas are attached.</p> <p>There shall be an onsite meeting held at the Niform Environmental Covenant Parcel on the maps on May 10, 2022, at 1:00 PM.</p> <p>The gate to the location will be opened at 8 AM to allow vendors to view the site prior to the onsite meeting.</p> <p>The gates are locked and public unescorted viewing is not possible. There will be no special or individual inspectors allowed.</p> <p>Bidders who do not attend the onsite meeting will have their bids rejected.</p>					
			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 Verify your bid before submission as it cannot be withdrawn or corrected after being opened.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	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 2 of 3</p> <p>Vendor(s) will be required to sign a contract, a sample of which is attached. Sample DOES NOT need to be filled out.</p> <p>Vendors will be required to provide the following upon request.</p> <ul style="list-style-type: none"> — Registration with the Alabama Secretary of State — Current City of Mobile Business License — Insurance Certificate as per attached — Registration with the E-Verify program <p>Pricing shall be good for the current 2021 growing season. At the option of the successful vendor(s), the award of the mowing areas may be extended for two (2) additional mowing seasons.</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> <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>					
			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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 3 of 3</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>TO BE AWARDED ON AN ITEM BASIS</p>					
			TOTAL			

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

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.

PRICING

Monthly mowing services to the Industrial Development Board Area

\$ _____ each mowing

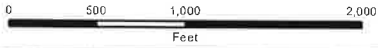
Annual/October mowing of Public Access

\$ _____ each mowing

Brookley Waterfront

-  City of Mobile Property - 49 Acres
-  Industrial Development Board - 99 Acres
-  Option to Purchase - 50 Acres
-  Public Access - 98 Acres
-  Wetlands Preservation Area - 47 Acres

Print Date: 3/12/2021



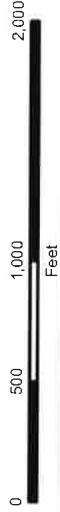


Brookley Waterfront

- Industrial Development Board
- Option to Purchase
- Public Access
- Wetlands Preservation Area



Aerial Photo taken March 2019
Print Date: 1/4/2021



Public Access

Wetlands Preservation Area

Option to Purchase

Industrial Development Board

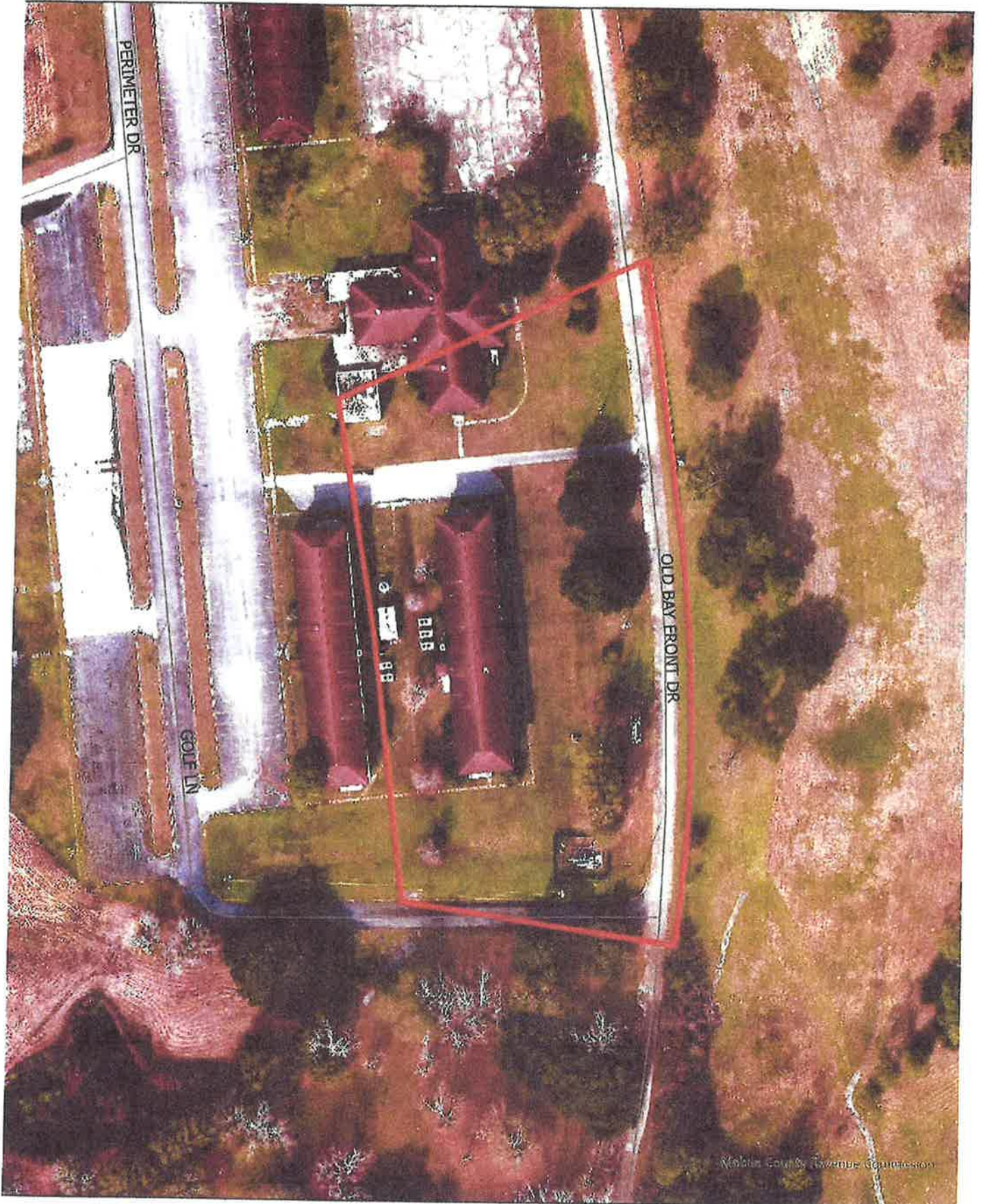
Wetlands Preservation Area

Brookley Aeroplex

Brookley Aeroplex

**NIFORM ENVIRONMENTAL COVENANT PARCEL
USA BROOKLEY CAMPUS**

 Contracted Mowing Area



**City of Mobile
Parks Department**

Brookley Industrial Development Board Section Mowing Specifications

Mowing

- These specifications shall include the area on the map identified as *Industrial Development Board*; also included is *a swath of grass on the east side of the main road, Old Bay Front Drive, from the edge of the pavement to the existing vegetation no wider than 100 feet*; contractor is not required to mow wooded areas; the subject property is estimated to total 99 acres; note that this is not the mowing acreage; PVC pipes were placed on the north end of the property line to identify the boundary
- Uniformly mow at no less than 2.00" and no more than 6.00", as measured from the soil line
- Contractor is responsible for mowing all of the areas shown on the supplied map, excluding areas where there are obstacles preventing mowers from accessing the area; any questions about this should be directed to the designated City contact
- Litter and debris, including tree limbs, shall be removed prior to mowing
- Contractor is required to mow and/or trim as reasonably close to structures, trees, poles and other obstacles as equipment allows with consideration of overhead clearance and the diameter of the vegetation to be controlled and the capability of the equipment
- Mowing equipment shall consist of rotary or flail mowers; bush hog types of mowers are acceptable
- The contractor should be aware that the terrain varies and some areas may be uneven and rugged
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired; the contractor is required to make every reasonable attempt to mow wet areas; if the property is too wet to mow without rutting, the contractor will be permitted to skip that area; however, the area should be monitored and mowed when it is dry enough to do so, which may require a special trip as determined by the City contact

String Trimming and/or Use of Non-Selective Herbicides

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer or, alternatively, by using a non-selective herbicide
- Vegetation growing in expansion joints, cracks, etc. shall be removed and/or killed with a non-selective herbicide
- String trimming and/or non-selective herbicide use shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach
- Edging is not required on sidewalks and concrete

Herbicides

- A Pre-approved, non-selective herbicide may be used only for the purpose of controlling vegetation around trees, signs, posts, fences, utility poles, light poles, foundations, and all stationary objects
- Vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt must be sprayed with pre-approved, non-selective herbicide each cycle as necessary
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

Blowing

- After mowing, clippings and debris must be removed roadways and parking areas
- Clippings may be blown into the surrounding vegetation
- It is not required to remove clippings from mowed areas

Litter

- Litter shall be removed prior to mowing
- Litter must be removed before payment is approved

Mowing Cycles

- This contract is for eight complete mowing cycles of the area identified as *Industrial Development Board* on the included map
- Each cycle will begin the first full week of the month:
 - April 5
 - May 3
 - June 7
 - July 5
 - August 2
 - September 6
 - October 4
 - November 1
- Each cycle must be completed before the next cycle can begin; payment shall be made following the completion of the cycle

Miscellaneous

- Contractor will be given a gate code; contractor is required to keep the gate closed and locked at all times except when entering or departing property
- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message at least 48 hours in advance of when work is scheduled. Phone calls or voice mail is insufficient.
- Contractor shall notify the designated City contact(s) using e-mail or text message when work is completed. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- Contractor shall submit an invoice following the completion of each mowing cycle; the invoice must include the dates that the mowing took place, the number and size of bags of litter collected and a copy of the Daily Pesticide Application Sheet

- All specifications must be met before payment for that cycle is released
- City may inspect job site at any time
- The contract may be suspended in the event of drought, fire or other such condition that mowing is determined not to be necessary; payment will not be made for any such period when mowing is suspended
- In the event of a natural disaster (a tropical storm or hurricane) the contract may be suspended for an agreed upon period of time; payment shall not be made for a missed operation
- Any used tires will be piled by the contractor in one location accessible to a truck and trailer and the City will be contacted for removal.
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Contract employees shall be courteous to the public at all times
- Contractor vehicles must be marked with business' name and/or business logo
- Work may be performed during daylight hours (dawn to dusk)
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations, including:
 - Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.)
 - Manufacturers safety guards must be in place when operating power equipment.
 - Hearing protection is strongly recommended when working around gasoline/diesel-powered equipment.
 - Dust masks are recommended when mowing with open cab equipment.
 - Seat belts should be worn when operating tractors equipped with Rollover Protection Systems (ROPS).

- Contractor shall provide effective safety training to employees.
- Contractor shall designate a “competent person” at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- The Parks Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.

Uniform Environmental Parcel (Former Skeet Range)

- Reference the included aerial view titled Uniform Environmental Covenant Parcel
- When working in this area contractor should, if contacting the soil in this area wear long sleeve shirts, gloves, and long pants
- If dust is created, an N95 dust mask shall be worn

**City of Mobile
Parks Department**

Brookley Public Access Section Mowing Specifications

Mowing

- These specifications shall include the area on the map identified as *Public Access*; contractor is not required to mow wooded areas; the total acreage is approximately 98 acres, not all of which require mowing
- Uniformly mow at no less than 3.00” and no more than 6.00”, as measured from the soil line
- Contractor is responsible for mowing all of the areas shown on the supplied map, excluding areas where there is rip rap, driftwood or any obstacles preventing mowers from accessing the area; any questions about this should be directed to the designated City contact
- Litter and debris, including tree limbs, shall be removed prior to mowing
- Contractor is required to mow and/or trim as reasonably close to structures, trees, poles and other obstacles as equipment allows with consideration of overhead clearance and the diameter of the vegetation to be controlled and the capability of the equipment
- Mowing equipment shall consist of rotary or flail mowers; bush hog types of mowers are acceptable
- The contractor should be aware that the terrain varies and some areas may be uneven and rugged
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired; the contractor is required to make every reasonable attempt to mow wet areas; if the property is too wet to mow without rutting, the contractor will be permitted to skip that area; however, the area should be monitored and mowed when it is dry enough to do so, which may require a special trip as determined by the City contact

Mowing Debris

- After mowing, any debris must be removed from roadways
- Contractor is not required to remove clippings from mowed areas

Litter

- Litter shall be removed prior to mowing
- Litter must be removed from mowing areas before payment is approved

Mowing Cycles

- This contract is for one complete mowing cycle of the area identified as Public Access on the included map
- The mowing is to be completed in the month of October
- Payment shall be made following the completion of the cycle

Miscellaneous

- Contractor will be given a gate code; contractor is required to keep the gate closed and locked at all times except when entering or departing property
- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same.
- Contractor shall notify the designated City contact(s) using e-mail or text message at least 48 hours in advance of when work is scheduled. Phone calls or voice mail is insufficient.
- Contractor shall notify the designated City contact(s) using e-mail or text message when work is completed. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- Contractor shall submit an invoice following the completion of each mowing cycle; the invoice must include the dates that the mowing took place, the number and size of bags of litter collected and a copy of the Daily Pesticide Application Sheet.
- All specifications must be met before payment is released
- City may inspect job site at any time.
- The contract may be suspended in the event of drought, fire or other such condition that mowing is determined not to be necessary; payment will not be made for any such period when mowing is suspended.
- In the event of a natural disaster (a tropical storm or hurricane) the contract may be suspended for an agreed upon period of time; payment shall not be made for a missed operation

- Any used tires will be piled by the contractor in one location accessible to a truck and trailer and the City will be contacted for removal.
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms.
- Contract employees shall be courteous to the public at all times
- Contractor vehicles must be marked with business' name and/or business logo.
- Work may be performed during daylight hours (dawn to dusk)
- The use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted.
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations, including:
 - Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.)
 - Manufacturers safety guards must be in place when operating power equipment.
 - Hearing protection is strongly recommended when working around gasoline/diesel-powered equipment.
 - Dust masks are recommended when mowing with open cab equipment.
 - Seat belts should be worn when operating tractors equipped with Rollover Protection Systems (ROPS).
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a "competent person" at the work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.

- The Parks Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken.
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill.
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.

INSURANCE REQUIREMENTS

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.

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.

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 - (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 ensure 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)