

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: en Buyer: 005

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

DATE 09/29/2022	BID NO. 5732	DEPARTMENT VARIOUS	Commodities to be delivered F.O.B. Mobile to: To Be Determined
--------------------	-----------------	-----------------------	---

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Tuesday, October 25, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
QTY 30-75	<p>SOLAR LIGHTS AND SOLAR POLES</p> <p><u>GENERAL INFORMATION</u></p> <p>QUOTE PRICING FOR SOLAR-POWERED LIGHT POLES FOR THE CITY OF MOBILE THREE-MILE CREEK URBAN PEDESTRIAN/ MULTI-USE TRAIL TO MEET THE MINIMUM SPECIFICATIONS INCLUDED AS EXHIBIT A TO THIS BID.</p> <p>INFORMATION ABOUT THE TRAIL PROJECT CAN BE FOUND AT: https://mapformobile.org/3mctrail/ NOTE THAT THE SPECIFICATIONS IN THIS BID SUPERCEDE ANY WRITTEN OR VISUAL POLE DESIGN OR FUNCTIONAL DESCRIPTIONS THAT MAY BE PUBLISHED ON THE ABOVE LINK OR IN ANY OTHER CITY PUBLICATION OR DOCUMENTATION.</p> <p>THE CITY EXPECTS THAT THE INITIAL ORDER WILL BE FOR APPROXIMATELY 30 POLES TOTAL, 10 EACH ALTERNATELY RIGGED, ALL 30 USING THE SAME FOUNDATION POLE. MORE QUANTITIES, UP TO 90 TOTAL, MAY BE ORDERED, DEPENDENT ON PRICING, FUNDING, AND TRAIL CONSTRUCTION.</p> <p><u>BIDDING AND AWARD:</u></p> <p>WRITTEN SEALED, SIGNED BIDS ARE DUE TO THE CITY BY THE DATE AND TIME NOTED AT THE TOP OF THIS BID OR IN A SUBSEQUENT BID ADDENDUM.</p> <p>QUOTE PRICE PER POLE IN EACH SPECIFIED UPFIT CONFIGURATION.</p> <p>QUOTE YOUR PRICE PER-POLE, DELIVERED FOB MOBILE, ALABAMA.</p>					
	Page 1 of 5		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 Verify your bid before submission as it cannot be withdrawn or corrected after being opened.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

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p style="text-align: center;">Page 2 of 5</p> <p>BUILD ANY FUEL OR SHIPPING SURCHARGE INTO YOUR PRICE PER POLE. THE CITY WILL PAY NO ADDITIONAL FUEL OR SHIPPING CHARGES.</p> <p>LOWEST PRICE RESPONSIVE AND RESPONSIBLE BIDS WILL BE DETERMINED FOR EACH OF THE FOLLOWING OPTIONS: --IN-GROUND, SINGLE CHANNEL POLE --PEDESTAL MOUNT, SINGLE CHANNEL POLE --IN GROUND, DUAL CHANNEL POLE --PEDESTAL MOUNT, DUAL CHANNEL POLE --IN GROUND, TRI-CHANNEL POLE --PEDESTAL, TRI-CHANNEL POLE</p> <p>CITY WILL SELECT THE OPTION ABOVE MOST ADVANTAGEOUS TO THE CITY BASED ON DESIGN, QUALITY AND PRICING</p> <p>TOTAL BID PRICE FOR EACH OPTION ABOVE WILL BE DETERMINED BY WEIGHTED TOTALING OF PER-POLE PRICING ACCORDING TO THE BELOW FORMULA: CONFIGURATION A: 34% CONFIGURATION B: 33% CONFIGURATION C: 33%</p> <p>THE CITY MAY IN ITS <u>SOLE DISCRETION</u> DETERMINE WHETHER TO FACTOR IN A QUANTITY DISCOUNT OFFER IN DETERMINING THE LOW PRICE OPTION BASED ON ITS EXPECTATION OF FUTURE PURCHASES.</p> <p>BIDDERS ARE EXPECTED TO HOLD PRICING FOR 120 DAYS AFTER SUBMISSION OF BID. CITY WILL ISSUE PURCHASE ORDER UPON AWARD OF THE BID.</p> <p>THIS BID WILL BE AWARDED ON AN ALL OR NONE BASIS.</p> <p><u>MANDATORY PRE-BID:CONFERENCE</u> THE CITY WILL HOST A MANDATORY PRE-BID CONFERENCE VIA MICROSOFT TEAMS ON 13 OCT 2022 AT 2:00 PM LOCAL TIME.</p> <p>BIDDERS MUST ATTEND THE CONFERENCE TO HAVE THEIR BID CONSIDERED.</p> <p>PARTICIPANTS MUST REQUEST MEETING ACCESS VIA EMAL TO <u>PURCHASING@CITYOFMOBILE.ORG</u>, AT LEAST 24 HOURS PRIOR</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 competed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES <i>Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.</i>	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 3 of 5</p> <p>TO PRE-BID CONFERENCE. REQUESTS MUST PROVIDE NAME, EMAIL, AND CORPORATE AFFILIATION.</p> <p><u>INFORMATION REQUESTS</u> QUESTIONS AND REQUESTS FOR INFORMATION WILL BE ACCEPTED UP TO SEVEN CALENDAR DAYS BEFORE BID DUE DATE. ALL QUESTIONS MUST BE SENT BY ELECTRONIC MAIL TO PURCHASING@CITYOFMOBILE.ORG.</p> <p><u>FEDERAL GRANT COMPLIANCE AND ADDITIONAL TERMS</u> FEDERAL GRANT FUNDS MAY BE USED TO PURCHASE THESE PRODUCTS. EXHIBIT B CONTAINS ADDITIONAL CLAUSES APPLICABLE TO THIS BID SOLICITATION AND AWARD TO COMPLY WITH THE UNIFORM ADMINISTRATIVE REQUIREMENTS FOR FEDERAL AWARDS FOUND IN 2 CFR PART 200.</p> <p><u>BID PRICES - INDICATE YOUR BID PRICING BELOW:</u></p> <p><u>CONFIGURATION A: POLE – ARM – LUMINAIRE – SOLAR LIGHT</u></p> <p>PRICE FOR COMPLETE POLE, ARM, LUMINAIRE, AND SOLAR ASSEMBLY (PANELS, BATTERIES. WIRING, CONTROLLER)</p> <p><i>IN-GROUND</i> _____ <i>PEDESTAL-MOUNT</i> _____</p> <p>PRICE <u>ADDITION</u> (IF ANY) FOR A DUAL-CHANNEL POLE STRUCTURE UPGRADE TO ABOVE SINGLE-CHANNEL BASE POLE</p> <p><i>IN-GROUND</i> _____ <i>PEDESTAL</i> _____</p> <p>PRICE <u>ADDITION</u> (IF ANY) FOR A TRI-CHANNEL POLE STRUCTURE UPGRADE TO ABOVE SINGLE-CHANNEL BASE POLE.</p> <p><i>IN-GROUND</i> _____ <i>PEDESTAL</i> _____</p> <p><u>CONFIGURATION B: ADDITION OF CAMERA AND POE SWITCH TO CONFIGURATION A (TO INCLUDE ANY NECESSARY UPGRADES TO PANELS, HARDWARE, CONTROLLERS, WIRING, BATTERIES):</u></p> <p>PRICE <u>INCREASE</u> TO ALL CONFIGURATION A OPTIONS ABOVE TO ADD CONFIGURATION B UPGRADES:</p> <p>_____</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 competed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 4 of 5</p> <p><u>CONFIGURATION C:</u> ADDITION OF CAMERA, POE SWITCH, AND WIRELESS ACCESS POINT TO CONFIGURATION A (TO INCLUDE ANY NECESSARY UPGRADES TO PANELS, HARWARE, CONTROLLERS, WIRING, BATTERIES)</p> <p>PRICE <u>INCREASE</u> TO ALL CONFIGURATION A OPTIONS ABOVE TO ADD CONFIGURATION C UPGRADE.</p> <p>_____</p> <p>IF YOU HAVE A QUANTITY DISCOUNT OPTION, PLEASE DESCRIBE IT HERE:</p> <p>_____</p> <p>_____</p> <p>DAYS UNTIL DELIVERY TO CITY AFTER RECEIPT OF ORDER</p> <p>_____</p> <p>INCLUDE, WITH BID PRICING ABOVE, DOCUMENTATION SHOWING COMPLIANCE WITH VENDOR AND PRODUCT SPECIFICATIONS AND REQUIREMENTS. INDICATE AREAS OR EXPLANATION WHERE NOT COMPLIANT. INCLUDE SPECIFICALLY:</p> <ol style="list-style-type: none"> <u>Technical information</u> on bidder's pole solution, to include: <ol style="list-style-type: none"> Pole materials, construction, coating and design (w/drawings, photos) Pole mounting and installation Environmental survivability data, ratings, and evidence for pole and installed components Solar panel size, performance, and serviceability Battery size, performance, and serviceability Controllers, remote operability, and remote monitorability Luminaire design, installation, performance, and maintainability Camera and Wireless installation, performance <u>Documentation</u> of at least two such similar installations by bidder, to include location and customer point of contact. <u>Documentation</u> of how bidder will design, source, and supply poles and materials. <u>Documentation</u> on how bidder will support equipment, including training, manuals, warranties, and warranty support. 					
	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 competed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 5 of 5</p> <p>FAILURE TO ADEQUATELY DOCUMENT AND / OR DEMONSTRATE COMPLIANCE WITH REQUIREMENTS OR SPECIFICATIONS MAY RESULT IN DISQUALIFICATION OF BID. CITY HAS SOLE DISCRETION TO DETERMINE BID COMPLIANCE.</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 competed order.

EXHIBIT A: QUALIFICATIONS AND SPECIFICATIONS

VENDOR QUALIFICATIONS

1. Vendor must have successfully provided similar decorative flush pole-mounted solar panel lighting solutions in comparable outdoor settings to this solicitation. Provide evidence of at least two such similar installations with your bid, to include location and customer point of contact.
2. Vendor must have the capacity to reliably design and source the required products. Provide information how you will design, source, and supply poles and materials with your bid.
3. Vendor must have the capacity to provide technical and user-training support to the City. Initial training on equipment to City must be included in pricing. Provide information on how you will support your equipment, including training, manuals, and warranty support.

PERFORMANCE SPECIFICATIONS

1. Vendor must provide an attractive, reliable, durable, low-maintenance trail-lighting solution for the City of Mobile Three-Mile-Creek walkway with solar-powered LED lighting, cameras, and wireless access points on fixed pole systems to be provided by the vendor and installed on site by the City.
2. The vendor pole solution must provide uninterrupted lighting coverage along the trail with pole intervals spaced no closer than 100 feet linearly along a single side of the trail.
3. The solution must be all-weather, to include performance in:
 - a. up-to five days of no/low-sun conditions,
 - b. ambient air temperature ranges from 0-110 degrees F,
 - c. rain, ice, snow, fog, and hail up to 1 inch in diameter,
 - d. flooding up to 2 feet above the ground, and
 - e. sustained wind speeds of 80 mph, with gusts up to 130 mph.
4. The solution must adequately light the trail for appearance, public usage, and public safety consistent with the City's technical specifications.
5. The solution must provide reliable camera performance consistent with the City's technical specifications.
6. The solution must be entirely powered independently on each pole by onboard solar panels attractively flush mounted to the light poles, with batteries and supportive charging, distribution, and control equipment housed inside the pole structure.
7. The City will provide fiber-optic service to each vendor provided pole.
8. Vendor solution must provide an easily accessible feed location inside the pole for City provided fiber-optic cable to support the vendor camera, wireless, and controller solutions.
9. The City will arrange for installation of the vendor pole either in-ground or on City provided and installed 2-3 ft above-ground concrete bases. That said, vendor solution must be complete and easily placed, with vendor providing all directions, drawings, tools, and mounting hardware as necessary to install, set up, and operate vendor poles and equipment. Vendor may also elect to set up any or all of the pole electronics and panels. Provide information on the installation and set up services and support you will provide.
10. Vendor's solution must provide for remote monitoring and operation through the City-provided fiber-optic cable.
11. Vendor's solution must be easily maintainable and accessible with adequate handholds and service access points to all equipment and batteries.
12. Vendor must provide ten-year minimum warranty for pole, batteries, and solar panels, and must support all manufacturer warranties for City specified make and model components.

POLE SPECIFICATIONS

1. Pole shall be no less than 21-ft and no more than 25-ft in height above ground.
2. Each pole shall have sufficient solar panels to power the specified equipment, securely attached in an attractive low visual profile manner incorporated into the design of the pole.
3. Pole shall be designed to protectively and decoratively encase the maximum amount of wiring and components consistent with performance requirements.
4. Pole, arm, and luminaire shall be constructed of aluminum, BLACK in color with a powder coat finish.
5. Pole is to be equipped with an arm of similar material and color, in an inverted arc/pendulum down form, extending from the vertical pole, to hold the luminaire. Horizontal distance from the main pole to the luminaire shall be approximately three feet, to provide setback of the main pole from the path over which the luminaire will hang.
6. Luminaire shall hang approximately 1-ft inside the edge of the multi-use path area.
7. Luminaire shall extend over the multi-use path at a height no less than 19-foot from the path elevation. This is to accommodate large vehicle clearance.
8. Poles shall have the capacity to conveniently carry the camera and wireless access equipment required by alternate configurations in a discrete serviceable manner consistent overall pole design features.
9. Poles shall have the capacity to conveniently, attractively, and securely accommodate banners and signage with commercially available hardware.
10. Poles shall feature a discrete accent light above the luminaire arm.

ACCENT LIGHT

1. All poles shall host an attractive variable color, remotely operable, accent light above the luminaire arm.
2. Decorative Luminaire wattage shall be LED comparable between 30-watt to 40-watt.

LUMINAIRE SPECIFICATIONS

1. Luminaires shall be on all poles and identical.
2. Lumen output in minimum ambient lighting conditions shall be a minimum of 150 lumens/watt and have a minimum of 2 foot-candles across the entire ground path below and 50 feet on either side of pole along the trail.
3. Luminaire shall be dimmable on multiple settings.
4. Light Color Temperature shall be between 3500 Kelvin to 4500 Kelvin.
5. Color Rating Index shall be a minimum of 70.
6. Luminaire shall be able to be remotely operated (on, off, dimming, brightening)
7. Luminaire shall have daylight harvesting and response to automatically adjust lighting to ambient light conditions.
8. Light source should be a minimum of 18'-0" and maximum of 20'-0" above grade.

SOLAR PANEL AND BATTERY SPECIFICATIONS

1. Solar panels and batteries shall be on all poles and of similar design, location, and appearance.
2. Solution shall provide a sufficient solar panel/battery combination to operate all equipment on the panel continuously for five days in low or no light conditions after full charge.
3. Solar array shall charge a Lithium-Ion Battery to an hourly minimum rating of 48-hrs.
4. Solar panels and batteries must be conveniently replaceable by City.
5. Solar panels and batteries must be remotely monitorable for charging status and capacity.
6. Panels and batteries must have a minimum 10-year replacement warranty.

CAMERA SPECIFICATIONS

1. Poles requiring a camera must be equipped with 1080 HD Camera capability designed for outdoor day/night use. The camera will be Axis brand M5525-E with pole mount T91B57 or equivalent or better.
2. Camera must have remote tilt and zoom capabilities.
3. Camera must connect to City provided fiber.
4. Camera operation must not interfere with light or wireless functionality.

WIRELESS SPECIFICATIONS

1. Wi-Fi must have dual band antenna with wireless mesh technology and minimum of 100 megabits throughput, wireless, and a gigabit LAN port.
2. Pole must be equipped to have PoE (Power over Ethernet) WiFi capability.
The PoE will be ROBOfiber 2 port Gigabit Ethernet to Industrial Ethernet Switch (HC-1002-SFP-PSE).
3. Pole mounting hardware must be included in the bid.
4. Wireless antenna must not interfere with light or camera functionality.

EXHIBIT B

ADDITIONAL FEDERAL AND CITY CLAUSES APPLICABLE TO THIS SOLICITATION

- A. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.
- B. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
- C. **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**
- (a) **Immediate Termination** - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:
- (i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
 - (ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or
 - (iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.
- (b) **Termination for Cause-** The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:
- (i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;
 - (ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;
 - (iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;
 - (vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.
- (c) **Notice of Default-** If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:
- (i) Immediately terminate the bid award without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,
 - (iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.
- (d) **Termination upon Notice-** Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon

submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Contractor 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

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No 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 on his or her behalf 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

I. IMMIGRATION COMPLIANCE. By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom. 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/>

J. BOYCOTTS. By signing this contract, Contractor 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.

L. INDEMNIFICATION.

(a) The Contractor shall indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the “Workers’ Compensation Law” or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

(b) The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

M. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required.

Contractor shall take out and maintain during the life of the contract the following insurance:

(a) Worker's Compensation – Employers Liability Insurance. Statutory – amount of coverage as required by law of the place in which the work is performed.

(b) Comprehensive – General Liability Insurance

(i) Public Liability including premises, products, and complete operations.

Bodily injury liability

\$500,000 – each person

\$1,000,000 – each occurrence

(ii) Property damage liability

\$500,000 – each occurrence

Or, in lieu of 1 and 2 above,

(iii) Bodily injury and Property Damage combined

\$1,000,000 – single limit

(c) Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles

(i) Bodily injury liability

\$250,000 – each person

\$1,000,000 – each occurrence

(ii) Property damage liability

\$500,000 – each occurrence

Or, in lieu of a and b above,

(iii) Bodily injury and property damage combined

\$1,000,000.

N. BUSINESS DOCUMENTATION

(a) 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. 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.

(b) Upon notification, vendor will have 10 business days to provide the Certificate of Authority to the City 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).

(c) 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.



PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

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

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

Any response that arrives improperly marked or with no proposal 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 vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

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

(Request First Delivery)