



CITY OF MOBILE
REQUEST FOR PROPOSALS (RFP)
RFP 5870



RAPID RESPONSE RESCUE BOAT
CITY OF MOBILE, ALABAMA, FIRE RESCUE DEPARTMENT
RESOLICITATION OF PROPOSALS

The City of Mobile is seeking proposals for design, construction, delivery and warranty support of rapid-response rescue boat. This RFP cancels and replaces RFP 5850.

Written Proposals Due:

5:00 pm, February 22, 2024

US Mail Address

RFP 5870
City of Mobile
Procurement Department
PO Box 1948
Mobile, AL 36633

Package & Hand Delivery:

RFP 5870
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower, Room 408S
Mobile, AL 36644

Questions due to Purchasing@CityofMobile.org: 5:00 pm, February 14, 2024.

Proposals must be submitted in a sealed envelope with at least one signed original and one electronic copy (CD or thumb-drive). The outside of the envelope must be marked "City of Mobile RFP 5870."

The full contents of the Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at <http://www.cityofmobile.org/bids>.

To ensure you are sent the latest information regarding this request, you may, but are not required to, register as an interested respondent by submitting your e-mail contact information to Purchasing@CityofMobile.org. The City will distribute any amendments or addenda by email, as well as posting on the City bid page.

1. GENERAL INFORMATION

- 1.1. The City of Mobile ("City") is soliciting proposals for the design, construction, delivery, and support of a rapid-response rescue boat for the Mobile Fire-Rescue Department (MFRD). Proposers must hold a current General Services Administration (GSA) or other Alabama-Examiner-of-Public-Accounts-approved cooperative ("cooperative") purchasing contract for such a boat, and are to quote pricing and contract terms consistent with, or more favorable to the City than, those of the GSA or cooperative contract.

- 1.2. The MFRD is responsible for fire suppression and rescue activities within the Port of Mobile, Northwest Mobile Bay, and its tributaries. The MFRD currently operates two vessels: a 43' fireboat, and a 28' rigid hull inflatable rescue boat.
- 1.3. The MFRD seeks to replace its 28' rescue boat with an equivalent size, rapid-response, foam or hybrid-foam collar rescue boat, and is seeking proposals to design, fabricate, and deliver the replacement boat.
- 1.4. Internal analysis of the MFRD's needs and experience in marine fire suppression have allowed the MFRD to develop general characteristics of the size and capabilities of the rapid response rescue boat.
- 1.5. This contract is being funded in whole or part with a Federal Port Security Grant. The contract terms required by 2 CFR 200 are incorporated into the terms of this RFP and will be included in any purchase documents. Those specific terms can be found in **Exhibit A** to this RFP.
- 1.6. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, respondents (or anyone on their behalf) are prohibited from communicating with the City staff and City elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in respondent's disqualification from award consideration. Questions at any time regarding this requirement may be addressed in writing to Purchasing@CityofMobile.org ."
- 1.7. This City previously issued RFP 5850 with similar requirements, but elected not to award from the RFP. The City is resoliciting with updated specifications and scoring weights.
2. SPECIFICATIONS. Proposers are to submit a boat designed to conduct rapid-rescue and fire response on Mobile Bay and its adjoining rivers. The City desires a proven boat design with the following minimum specifications.
 - 2.1. Size and capacity:
 - 2.1.1. Size: 26' or greater length overall.
 - 2.1.2. Speed: 45 knots or greater (fully loaded with fuel and standard equipment).
 - 2.1.3. Propulsion: Twin outboard motors, 250hp or greater each, Suzuki or Yamaha four-stroke with fly-by-wire throttle and shift controls.

- 2.1.4. Fire Pump: One marine grade pump powered by gasoline engine with fuel supply from vessel fuel tank.
- 2.1.5. Fire Pump Capacity: 250 gallons per minute at 100 psi.
- 2.1.6. Fuel Capacity: 200 gallons minimum.

- 2.2. General Functional Requirements:
 - 2.2.1. Chemical, biological, radiological, nuclear, explosive (CBRNE) detection capability.
 - 2.2.2. CBRNE detection to Include portable detector (customer supplied) and Lorus Mini Rad or equivalent (vendor supplied).
 - 2.2.3. One detachable manual master stream turret at bow, one gated 2 ½" discharge for both firefighting and dewatering.
 - 2.2.4. Convenient means of access/egress to the water for repeated entry to facilitate water rescue. This will consist of diver cut outs/doors on port and starboard large enough for a Stokes litter to pass freely through.

- 2.3. General Hull and Structural Characteristics:
 - 2.3.1. Center console with T-top
 - 2.3.2. Aluminum hull, console, and T-top
 - 2.3.3. Windshield with removable side curtains
 - 2.3.4. Two forward facing shock mitigating seats at helm with bench or folding seats to accommodate a total of four crew.
 - 2.3.5. Self-bailing capability with provision to prevent water ingress from scuppers.
 - 2.3.6. Compartmentalization or flotation sufficient to keep the vessel afloat in the event of largest compartment flooding.
 - 2.3.7. Inside storage for two 50' lengths of rolled 1 ¾" hose and one 15' length of rolled 2 ½" hose to discharge water when de-watering (customer supplied).
 - 2.3.8. Inside storage for one non-collapsible de-watering hose (vendor supplied).
 - 2.3.9. Storage for one folding stainless steel stokes litter (vendor supplied).
 - 2.3.10. Zip Wake automated trim tabs, or equivalent.
 - 2.3.11. Side mounted, removable dive ladder to mount to port or starboard sides at diver cutout/door.
 - 2.3.12. 30" ring buoy with bracket and light (vendor supplied).
 - 2.3.13. Wrap around solid or hybrid foam wing collar, Gilman fender, or equivalent.
 - 2.3.14. Tow post.
 - 2.3.15. Outboard protection from tow line.
 - 2.3.16. Epoxy anti-fouling bottom paint.
 - 2.3.17. Sandblasted zero maintenance non-skid on main deck.
 - 2.3.18. Orbital sanding of non-painted aluminum hull and superstructure.
 - 2.3.19. Sacrificial hull anodes with galvanic isolator and anti-corrosion meter.
 - 2.3.20. Colors, markings, and lettering consistent with MFRD emergency vessels and apparatus.

- 2.4. General Auxiliary Systems:

- 2.4.1. Saltwater wash down capability.
 - 2.4.2. Automatic bilge pump(s) with an audible bilge alarm.
 - 2.4.3. Interior storage for ground tackle (vendor supplied).
 - 2.4.4. Appropriate size commercial aluminum trailer (vendor supplied).
- 2.5. General Electrical System Requirements:
- 2.5.1. Engine power sufficient to run the vessel electronics and accessories.
 - 2.5.2. Shore power for battery maintainers with cord (vendor supplied).
 - 2.5.3. LED Emergency warning lights, interior/exterior illumination (red LED deck lights), and mounted spotlight.
 - 2.5.4. Green LED underwater lights at side dive doors and at stern.
- 2.6. General Command and Control System Requirements:
- 2.6.1. Raymarine AXIOM Pro package with one 12" display and one 9" display, dome radar, GPS antenna, heading sensor, side scan, 3D imaging, and Chirp sounding/dual sensor. Any proposed Raymarine products must meet or exceed what is listed in this package.
 - 2.6.2. Raymarine AIS5000 with Blueforce tracking and encrypted text messaging.
 - 2.6.3. FLIR M332 with JCU-2 controller.
 - 2.6.4. Two marine VHF radios with antennas.
 - 2.6.5. Single Harris XL-200m Multiband radio with antenna (customer supplied) (vendor installed).
- 2.7. Additional Details:
- 2.7.1. Proposed vessel pricing must include delivery to Mobile, Alabama.
 - 2.7.2. Proposer must hold a current GSA or Alabama Examiner of Public Accounts approved cooperative purchasing agreement for the offered solution and must quote such pricing in its proposal. A listing of approved cooperatives may be found here: <https://alison.legislature.state.al.us/epa-purchasing-coops>.
 - 2.7.3. Proposed vessel shall be of a proven design. The proposer must have built a minimum of five rapid response rescue boats of the approximate required design, size, and performance within the last five years. These five vessels must be of a similar configuration and capability as the vessel proposed.
 - 2.7.4. All boat components will have reasonably available replacement parts.
 - 2.7.5. The vessel shall comply with all relevant government regulations and industry standards governing the design, operation, and navigation of vessels.
 - 2.7.6. Proposer must provide City access to manufacturers sea-trials (City will fund City employee travel), with pre-delivery acceptance testing in Mobile, Alabama.
 - 2.7.7. Proposer must provide three days of post-delivery personnel training to cover all three MFRD shifts of assigned boat crews.
 - 2.7.8. Proposer must provide all manuals, operator instructions, and maintenance requirements.

3. RFP SUBMISSIONS

Responses must be submitted to arrive by the due date indicated at the beginning of this RFP, and shall include the following information, presented in this order.

- 3.1. Cover Letter. On firm letterhead, provide:
 - 3.1.1. Company name, principal contact, providing the name, title, street address, email address, and phone number as well as all persons authorized to represent the respondent.
 - 3.1.2. Brief company description
 - 3.1.3. Reservations or comments regarding this RFP.
 - 3.1.4. Any proposed license agreements, disclosures, or contract terms.

- 3.2. Qualifications and Experience. Provide the information regarding your team, your construction facility and processes, and other similar rapid response vessels that you have built and delivered.
 - 3.2.1. Leadership and Operating Team: relevant qualification and experience summaries, especially in the design, production, delivery, and support of similar response vessels to that sought in this RFP.
 - 3.2.2. Experience. List of at least five similar representative vessels you've built, including description and photo, when it was delivered, and your customer's name and point of contact.
 - 3.2.3. Relevant Strengths. Provide any special efficiencies, processes, or materials, or performance advantages associated with your design, production, delivery, or support.
 - 3.2.4. Subcontractors and Major Suppliers. Provide information on your major suppliers or subcontractors, with special recognition of disadvantaged business enterprises you use or intend to use for this project. Complete the City of Mobile Major Supplier and Subcontractor worksheet in **Exhibit B** and include it with this section.

- 3.3. Your Proposed Vessel. Tell us about the vessel you are proposing:
 - 3.3.1. Provide preliminary design drawings, diagrams, material data sheets and test reports, as applicable. Indicate whether any significant design changes need to be made to your representative prior builds from paragraph 3.2.2.
 - 3.3.2. Describe any unique and important qualities or features incorporated into the product which set it apart from the other available products, the reasons for submitting the product model selected for consideration, and a description of why this product will meet the needs of the MFRD.
 - 3.3.3. Describe any patents, copyrights, or licensing agreements applicable to the product.
 - 3.3.4. Provide alternate build options and relative merits.

- 3.4. Schedule, Construction and Delivery Plan. Provide an estimated timeline for the design, fabrication, and delivery for the proposed boat submitted for consideration by the MFRD in response to this RFP. Indicate how you intend to provide

construction updates, your delivery process, including sea trials, and training process. The City does not have a minimum required delivery date, but will expect a realistic, aggressive, efficient, transparent and responsive build and delivery process.

- 3.5. Warranty & Support. Describe your warranty for the vessel and its components, and how you will provide technical assistance, maintenance, and support. Include:
 - 3.5.1. Maintenance service intervals for key components.
 - 3.5.2. Recommendation on how the City should complete extended maintenance or how proposer could provide extended maintenance services.
 - 3.5.3. Digital maintenance plans, records, and schedules available for use in asset management software, and potential compatibility with the City's NEXGEN Asset Management software.
- 3.6. Price and Contract Terms. Provide a comprehensive price list for the proposed vessel, compliant with GSA or cooperative pricing clearly referencing the GSA or cooperative contract(s) you are using. Include pricing for optional items and service plan, warranty, or extended warranty or maintenance options. Include any prepayment, partial payment, or discount options, and itemize any inclusive or separately billed travel for City or contractor representatives.

4. METHOD OF SELECTION

- 4.1. Proposals should be prepared simply, providing a straightforward, concise description of your ability to satisfy the requirements of the RFP, and organized as described in Section 3.
- 4.2. The City reserves the right to request at any time that the Proposer modify a proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures or in any submission.
- 4.3. All submissions shall become the property of the City, and the City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFP should be assumed to be potentially subject to public disclosure.
- 4.4. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile

further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.

- 4.5. The City will conduct an evaluation of all submitted proposals by a designated selection team. The City may conduct some, all, or no interviews and adjust scoring at its discretion as part of the evaluation process.
- 4.6. The City intends to select the proposal that presents the best value and most capable product meeting the City's price constraints and specifications. As part of the evaluation process, the City, at its sole discretion, may select multiple higher-scoring proposals for further development, clarification, and competitive reconsideration.
- 4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:
 - 4.7.1. Qualifications and Experience: Previous technical experience and competence for both the company and key personnel assigned to this project with respect to vessel construction generally and specific to the fireboat sought by this RFP. Feedback from referenced previous customers may be used to score this category. Capacity to produce a quality vessel and provide support. Thorough completion of Subcontractor and Major Supplier plan.
Scoring Method: 0-100 Points
Weight (Points): 10% of Total
 - 4.7.2. Vessel's Design: Compliance with the required specifications and any enhanced performance features offered. Quality of workmanship, materials, and equipment.
Scoring Method: 0-100 Points
Weight (Points): 30% of Total
 - 4.7.3. Schedule, Construction, Delivery Plan: The Proposer's plan to complete the design and execute the project to completion on or before the date specified by the proposer. Timeliness and likelihood to complete the proposed delivery.
Scoring Method: 0-100 Points
Weight (Points): 10% of Total
 - 4.7.4. Warranty and Support: Warranty terms for the vessel and components used to outfit the vessel to include procedures and guaranteed response times. Extended maintenance schedule and requirements, and proposed plan for City to complete, to include any proposal for proposer to provide extended maintenance services.
Scoring Method: 0-100 Points
Weight (Points): 20% of Total

- 4.7.5. Pricing: Pricing will be evaluated for overall value for proposed vessel and services.
Scoring Method: 0-100 Points
Weight (Points): 30% of Total.
- 4.8. The City reserves the right to reject any or all proposals, or to indefinitely extend this proposal opportunity.
- 4.9. Questions regarding this RFP must be sent by **5:00 pm, February 14, 2024**, by E-mail to Purchasing@CityofMobile.org,. The City intends to post an addendum summarizing questions and answers by **5:00 pm, February 16, 2024**, at www.CityofMobile.org/bids. Vendors may request email notification of addenda by sending an email to Purchasing@CityofMobile.org. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- EXHIBITS: A. Federal & City Additional Terms
B. Major Supplier and Subcontractor Plan

EXHIBIT A Federal & City Additional Terms

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

C. 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.

D. 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:

EXHIBIT A Federal & City Additional Terms

(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

EXHIBIT A Federal & City Additional Terms

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

EXHIBIT A Federal & City Additional Terms

(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.

E. 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

EXHIBIT A Federal & City Additional Terms

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

EXHIBIT A Federal & City Additional Terms

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.

F. 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).

G. 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.

H. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the

EXHIBIT A Federal & City Additional Terms

solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
 - (ii) The signature of the protestor or an authorized representative of the protestor;
 - (iii) Identification of the bid being protested;
 - (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - (v) The form of relief requested
- (b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.
- (c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

I. 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,

EXHIBIT A Federal & City Additional Terms

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.

J. 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.

EXHIBIT A Federal & City Additional Terms

(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.

K. 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.

L. 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.

M. 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

EXHIBIT A Federal & City Additional Terms

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.

N. 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

EXHIBIT A Federal & City Additional Terms

(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.

O. Licenses. The Contractor will be required to obtain and possess all necessary licenses and permits, to include a Certificate of Authority to do business in the State of Alabama and a City of Mobile business license.



EXHIBIT B Major Supplier & Subcontractor Plan



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The “good faith effort” factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “DBEs”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “Good Faith” Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



EXHIBIT B Major Supplier & Subcontractor Plan



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
 Via email: Archnique.kidd@cityofmobile.org
 251.208.7967
 205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____



EXHIBIT B Major Supplier & Subcontractor Plan



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (<input type="checkbox"/>)	NO (<input type="checkbox"/>)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



EXHIBIT B Major Supplier & Subcontractor Plan



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____
