# SEALED BID

# CITY OF MOBILE

# **BID SHEET**

#### Do Not Return Via Email or Fax

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

lw

Typed by:

Email Address \_

and correct invoice of competed order

We will allow a discount \_\_\_\_\_\_% 20 days from date of receipt of goods

Purchasing Department and Package Delivery:

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

005

Buyer:

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

	Plea	ase quote the lov	vest price at which you will furnish	the articles lis	sted below				
DATE		BID NO.	DEPARTMENT	Commodities to b	Commodities to be deliverd F.O.B. Mobile to:				
12/1/2025 6014 PUBLIC SERVICES				TO BE SPECIFIED					
This bid	l must be receive	d and stamped by t	the Purchasing office not later than:	12:01 PM,	FRIDAY, DEC	EMBER	12, 2025	j	
	A DITIOL EC	Bid on this form	n this form ONLY. Make no changes on this form. Attach		UNIT PR	UNIT PRICE		EXTENSION	
QUANTITY	ARTICLES	any additional inf	formation required to this form.	UNI	Dollars	Cents	Dollars	Cents	
	On Grelot Ro remove existi remove mulci Vendor will be per the follow Price:  Vendor will be Gener Vendor will be and sod, and Vendor will be Successful vendor Mobile problement enrollment	ad from University ng plants and shru h down to dirt, replants and shru h down to dirt, replants and attached. For Grelot Road Maneed a General Contractor Number responsible for will be responsible for will be responsible for the ior to issuance of present the E-Verify present the E-Verify present and should be required to in the E-Verify present and should be required to in the E-Verify present and should be required to in the E-Verify present and should be required to the E-Verify present and the E-Verify p	disposing of debris, providing topsoil	'he City					
	If the succ	essful vendor's pri	incipal place of business is out-of-state	2,					
	,	P	age 1 of 2						
					то	TAL			
	ONE SIGNED ( OSED ENVELC	COPY OF THIS BI		ry time within_		of rec	eipt of F	<sup>2</sup> .O.	
Phone N	lumber								

Type or Print Name \_\_\_

- 1. All quotations must be signed with the firm name and by an authorized officer or employee.
- Verify your bid before submission as it cannot be changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/
- 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 <a href="https://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>. 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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
- Bids and addendums are posted at <u>www.cityofmobile.org/services/business/bids/</u>. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
- 21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
- City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
- 23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

#### **BID CONTINUATION SHEET**

QUANTITY	Bid on this form ONLY. Make no changes on this form. Additional	UNIT	UNIT PRICE		EXTENSION	
	ARTICLES information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents
	Page 2 of 2  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.  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).  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.  State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.		Dollars	Commo	Bollaro	
	CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and 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 a disqualification of your submittal.  If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.					
	TO BE AWARDED ALL OR NONE.		тс	TAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

**READ ABOVE INSTRUCTIONS BEFORE QUOTING** 

Firm Name			 

We will allow a discount \_\_\_\_\_\_% 20 days from date of receipt of goods and correct invoice of competed order.

# GRELOT ROAD MEDIAN REPLACEMENT OF MULCH WITH DIRT AND GRASS

# **SPECIFICATIONS**

Removal of mulch from median on Grelot Road from University Blvd to Cody Road:

- Remove bedding plants.
- Remove mulch down to the dirt.
- The Crepe Myrtles are to remain.
- Removal of mulch shall be no closer than 24" from the base of the Crepe Myrtle trees.
- Mulch shall not be piled around the base of the trees.
- Level medians with topsoil.
- Plant Centipede Grass within an 1/8" of the top of the curb.
- Contractor is responsible for traffic control.
- Working hours should be no earlier than 8 a.m. Monday through Friday.
- No work should be done between 4 p.m. and 6 p.m. Monday through Friday.
- Work can be performed any time on Saturday and Sunday.
- The contractor is responsible for any water that is necessary to keep the grass alive.
- There will be a 90-day warranty.

## **INSURANCE STANDARD SERVICE CONTRACT**

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

# WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

## **COMMERCIAL GENERAL LIABILITY:**

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 Products/Completed Operations aggregate
- \$1,00,000 Bodily Injury per person/organization
- \$2,000,000 general aggregate per project

### **AUTOMOBILE LIABILITY:**

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

#### **PROFESSIONAL LIABILITY INSURANCE:**

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

#### COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (*if required*) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.

#### CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

#### **ADDITIONAL INSUREDS**

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile P.O. Box 1827 Mobile, AL 36633

## INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

#### CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

### **WAIVER OF SUBROGATION**

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.



## 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 <u>before</u> 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)