



CITY OF MOBILE

REQUEST FOR QUOTES

April 16, 2021

The City of Mobile will receive quotes for the following Project:

Project Name: LANDSCAPING SERVICES

**Project Location: FIRE STATION #18
700 MUSEUM DRIVE
MOBILE, AL 36608**

Project Number: SR-027-21

The City of Mobile will receive quotes for the above stated project on **Friday, April 30, 2021, no later than 2:00 PM local time**. It is recommended that quotes be emailed to the Building Services, Service Contract Administrator (ozzie@cityofmobile.org). Quotes may also be mailed or delivered in person to the following address:

City of Mobile, Building Services Department, Room 546
205 Government Street, Mobile, AL 36602 or
P.O. Box 1827, Mobile, AL 36633-1827

This is NOT a tax-exempt project. Quotes shall include all applicable sales and use taxes.

Scope of Work:

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide landscaping services to Fire Station #18, 700 Museum Drive, Mobile, AL 36608, as specified in the Scope of Work – Landscaping Services, dated April 16, 2021 (attached as Exhibit 1).

Pre-Quote Conference:

A required Pre-Quote conference shall be held at the main entrance, Fire Station #18, 700 Museum Drive, Mobile, AL 36608, commencing on Friday, April 23, 2021 at 10:00 AM local time. A representative of the company may be present at the meeting or contact the Service Contract Administrator at 251-208-7639 at least 2 days prior to the meeting, in order to coordinate attendance of the meeting by conference call. Regardless of attendance at the Pre-Quote meeting, Service Contractors are required to visit the sites prior to submitting a Quote and include all costs associated with the project in their Quotes.

Examination of Documents:

Before submitting a Quote, Quoters should carefully examine this Request for Quotes, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the Request for Quotes as necessary to perform the work. The submission of the Quote will be considered as conclusive evidence that the Quoting Company has made such examination.

Term of Agreement:

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

Service Contractor's Use of Premises:

Coordinate all work with the City of Mobile, Building Services Department, Service Contract Administrator, or other Building Services Department authorized representative (hereafter referred to as Service Contract Administrator). All Work shall be scheduled to minimize the disturbance and interruption of the facility, staff, and the general public.

CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

Quote Security (If Quote is greater than \$15,000.00):

A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, made payable to the City of Mobile or Bid bond in the amount of 5% of the Quote Amount, but in no case more than \$10,000, is required to accompany Quote if Total Quote is \$15,000 or more. By submitting a Quote Security, the quoting Company pledges to enter into a Contract with the City of Mobile on the terms stated in the Quote, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Quoting Company refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Quote security shall be forfeited to the Owner as liquidated damages, not as a penalty. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Quote. The Owner reserves the right to retain the security of all Quoters until the successful Service Contractor enters into the Contract or until sixty (60) days after Quote opening, whichever is sooner.

Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc. Power of Attorney is required for all Bonds.

Quality Assurance:

For all work performed under this Section, use only skilled technicians who are fully licensed by the State of Alabama and have been thoroughly trained and certified in the application of fertilizer, herbicides, and pesticides, as needed. Copies of licenses, training, and certification must be attached to the Quote Form. Technicians shall be properly supervised. Service Contractor shall have at least 3 years' experience in landscape services and application of fertilizer, herbicides, and pesticides.

Hours of Work:

The Owner shall not prohibit Service Contractor from performing work herein during a normal work day. For the purpose of this provision a "normal work day" is defined as any business day between the hours of 8:00 a.m. and 4:00 p.m.

Payments:

The Owner will pay the Service Contractor for actual work performed in accordance with the following:

- Payments will be made monthly, upon the completion of work as specified.
- Original invoices shall be submitted to the Mobile Fire Department for review and approval.
- Payments shall be made in accordance with the approved Schedule of Values listed in the Agreement.

Termination:

The Owner may terminate the Contract upon thirty (30) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The Owner shall not make payment to the Service Contractor for profit or damages as a result of terminating the Contract.

Insurance:

Service Contractor shall provide insurance in accordance with Exhibit B, City of Mobile Insurance Requirements.

Form of Agreement:

The "Standard Contract Agreement between the City of Mobile and Service Contractor" (sample attached as Exhibit D) shall be used.

General:

Requests for information (RFI's) shall be submitted in writing to the Service Contract Administrator no later than three (3) business day prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Service Contractors. Receipt of all addenda shall be acknowledged by the Service Contractor on the Quote forms. Failure to acknowledge Addenda may result in disqualification of the Quote.

A City of Mobile Business License is required and must be current at time of submitting a Quote, and throughout contract period.

The Quote to whom the Contract is awarded shall, **within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Service Contract Administrator,** the following items, along with an electronically signed Agreement:

1. Certificate of Insurance (original), along with all required endorsements
2. Evidence of enrollment in the E-Verify program.
3. Enrollment in the City of Mobile's Vendor Registration Portal:
<https://www.cityofmobile.org/bids/vendor-portal-information/>
4. Other documentation as required by the Contract Documents.

Failure or refusal to sign the Agreement or to provide the Bid Check/Bond, Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Quoter to forfeiture of Bid Bond or Quote Check, if applicable.

Immigration Law: The Service Contractor agrees that it shall comply with all of the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to the executed Agreement.

Anti-Boycott Statement:

- A. Public contracts with entities engaging in certain boycott activities:
(a), Per State of Alabama Code, Section 41-16-5 (b), (Act No. 2016-312), subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- B. (c) (1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.
- C. This section does not apply to contracts with a total potential value of less than Fifteen Thousand Dollars (\$15,000).
- D. Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

Equal Opportunity:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the EQUAL Employment Opportunity laws and the provisions of the Quote Documents in this regard.
- B. Anti-discrimination: Service 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. See Exhibit C – Subcontracting & Major Supplier Plan.

NOTE: Contact the Service Contract Administrator, Ozzie Elortegui, at the City of Mobile, Building Services Department, 251-275-6888 cell, 251-208-7639 office, 251-208-7894 FAX or e-mail ozzie@cityofmobile.org for further clarification.

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END OF SECTION

QUOTE FORM

LANDSCAPING SERVICES
FIRE STATION #18
700 MUSEUM DRIVE, MOBILE, AL 36608

SR-027-21

QUOTE:

Company Name: _____

Company Address: _____

Office Phone #: _____ **Fax # :** _____

City of Mobile Business License Number: _____

City of Mobile Vendor Number: _____

Hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. Service Contractor acknowledges receipt of Addendum No. _____ and dated _____.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

Quotes shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

YEAR 1 – Turf Maintenance:	\$ _____	.00
YEAR 2 - Turf Maintenance:	\$ _____	.00
YEAR 3 - Turf Maintenance:	\$ _____	.00
TOTAL:	\$ _____	.00

Total Quote Amount: _____

(Amount in Words)

_____ & 00/100 Dollars (\$ _____ .00)

(Amount in Numbers)

Unit Pricing:

Pine Straw Mulch, 1 Large Bale, Installed:	\$ _____	.00
Mulch Installation, per cubic yard:	\$ _____	.00
Seasonal Annual Plants, Installed, per plant:	\$ _____	.00
Turf Fertilizations, per request:	\$ _____	.00
Pre-Emergent Herbicide, per request:	\$ _____	.00
Turf Pesticide, per request:	\$ _____	.00

HOURLY Rates:

For work performed outside of Basic Services, as described in Exhibit 1, the following rates shall apply:

	Year 1	Year 2	Year 3
Regular Time (8:00am to 4:00pm, Monday through Friday) per hour	\$	\$	\$
Overtime (4:00pm to 8:00am, Monday through Friday, Saturdays and Sundays) per hour	\$	\$	\$
Company's Holiday , per hour	\$	\$	\$

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

During the term of the Agreement, if any unforeseen circumstances/conditions are discovered, Service Contractor must notify the Service Contracts Administrator immediately. Repairs not covered by the Scope of Work will require written authorization by the City, prior to ordering materials or undertaking work.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Bid Bond or Cashier's Check, if applicable
- Subcontractor & Major Supplier Plan
- Any additional information, as required by Project Manual

CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

Contact Name: _____

Contact Phone #: _____ **Cell #:** _____

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

END OF SECTION

EXHIBIT 1
SCOPE OF WORK – LANDSCAPING SERVICES
April 16, 2021

BASIC SERVICES:

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for landscape services at Fire Station #18, as listed under Exhibit 2 - Location, in accordance with the terms of this Contract.

- **Coordination:**

1. Coordinate all work with the Service Contract Administrator and on-site Mobile Fire Department staff. Give adequate advance notice of service.
2. Work shall be scheduled, and the Service Contractor shall work around areas in use or events scheduled by the Mobile Fire Department so as to reduce the disturbances and interruptions.
3. Within Seven (7) calendar days from written Notice to Proceed, Service Contractor shall submit schedule for regular service to Service Contract Administrator for approval. Landscaping Maintenance services shall be scheduled on the same day of the week, where practicable.

- **Job Conditions:**

1. All services shall be performed during regular business hours, 8:00am to 4:00pm, Monday through Friday.
2. In the event of weather delays or other circumstances beyond control of Service Contractor, every effort will be made to re-schedule any missed Landscaping Maintenance services as soon as possible after the delay. In no event shall the Service Contractor provide less than the total number of scheduled services each year.

- **Landscaping Maintenance:**

1. Turf Maintenance

- A.) Mowing – Prior to each mowing, all trash and debris shall be removed from turf, shrub/flower beds and paved areas. Service shall include mowing of all grass areas designated, trimming around all obstacles, mulching or bagging excessive grass clippings and removing all debris from sidewalks, curbs, parking areas, and in and around the retention pond.
- B.) Power Edging – Edging of all sidewalks, curbs, slabs, and other paved areas shall be performed during each mowing with a steel bladed edger. Edging with string trimmers or herbicides will not be allowed. Debris created from power edging will be removed and areas swept or blown clean.
- C.) Extreme caution shall be taken when mowing, trimming or edging around the building, emergency generator, backflow preventers, and vehicles.

D.) Turf Maintenance (Mowing and Power Edging) shall be performed a total of Thirty-One (31) times per contract year. See Exhibit 3 – Maintenance Schedule.

E.) All pesticide and herbicide applications shall be made under the supervision of a state licensed commercial applicator, and in strict compliance with all applicable Federal Laws and Industry standards, as needed.

- **Disposal of Landscape Debris:**

1. All landscape debris, including but not limited to, grass clippings, limbs, leaves, mulch, and flowers as well as all trash collected as part of landscaping maintenance or as a result of landscaping maintenance activities shall be removed and disposed of off-site by the Service Contractor.
2. Service Contractor shall leave all parking areas/drives, sidewalks and streets clean and free from landscape debris or trash.
3. In no case will the Service Contractor be allowed to blow and leave any landscape debris in storm sewer drain inlets or retention pond.

- **Areas to be Maintained:**

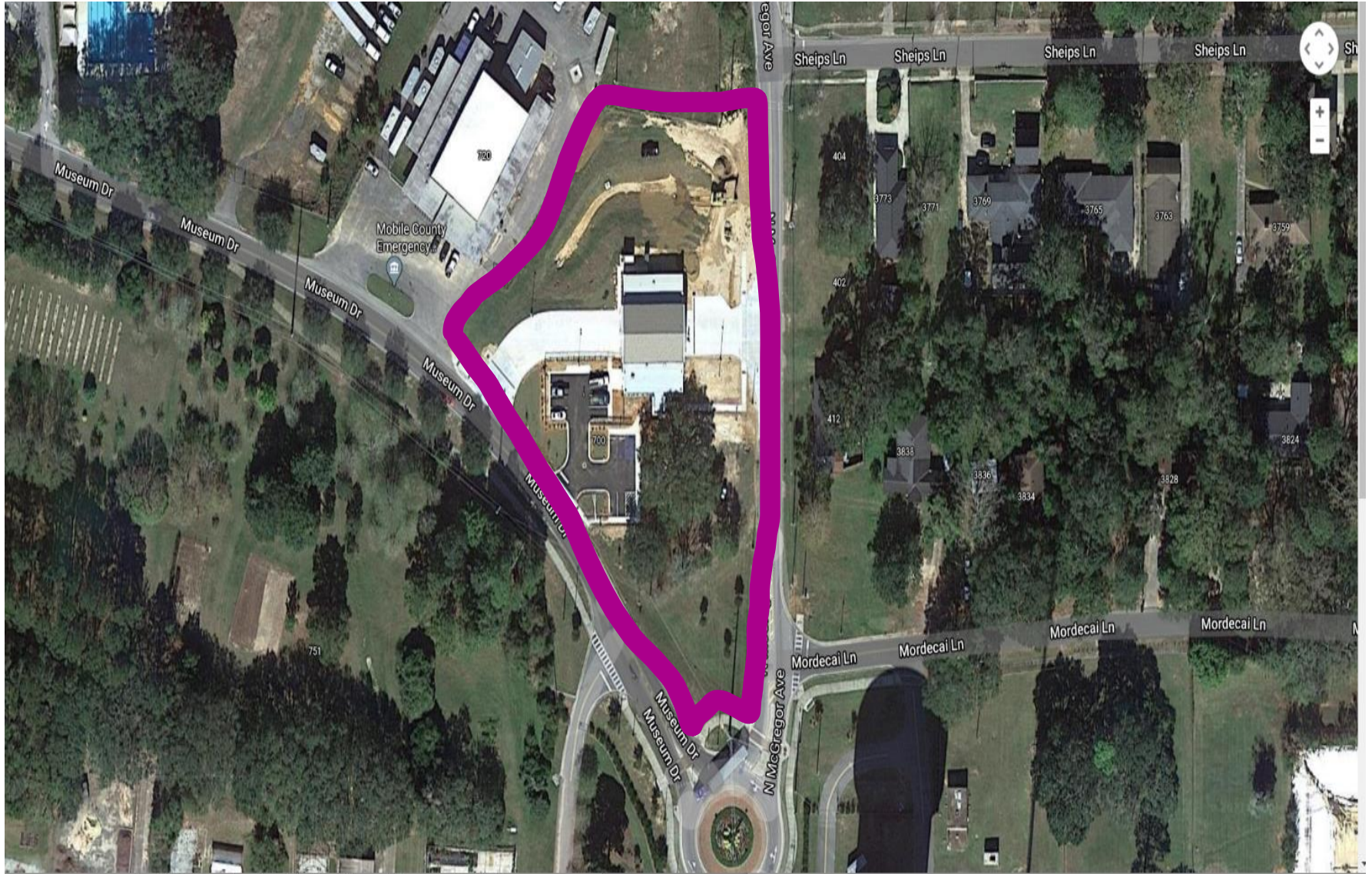
1. Service Contractor shall provide Landscaping Maintenance services within the approximate boundaries as shown in Exhibit 2 – Location. Service Contractor to verify exact location and dimensions.

ADDITIONAL SERVICES:

The City of Mobile may, during the term of this Agreement, request for Additional Services for additional discrepancies discovered. Service Contractor will provide a written list for approval by Owner using the Hourly Rate and Parts Cost listed above.

END OF SECTION

EXHIBIT 2- LOCATION



Service Contractor to verify exact location and dimensions.

EXHIBIT 3 - SCHEDULE

Month	Frequency
May	2 times per month
June	4 times per month
July	4 times per month
August	4 times per month
September	3 times per month
October	2 times per month
November	2 times per month
December	2 times per month
January	2 times per month
February	2 times per month
March	2 times per month
April	2 times per month
Total Visits:	31 times per year

END OF SECTION



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

SAMPLE

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

EXHIBIT B

**City of Mobile Insurance Requirements
Contractor**

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

- A. Workers' Compensation/Employer's Liability:
 - 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
 - 2. Employer's Liability with limits of not less than:
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
 - 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. Comprehensive General Liability Insurance:
 - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. Automobile Liability Insurance:
 - 1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
 - 1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Certificates of Insurance - General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, Hs, Ext):	FAX (A/C, Hs):
INSURED	EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC#
	INSURER B:	
	INSURER C:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	APPLICABLE PERIOD (MM/YY - MM/YY)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIED FOR:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 1,000,000
	OTHER:					PRODUCTS - COMP/PROP AGG \$ 1,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRING AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					\$
	NON-OWNED AUTOS ONLY					\$
<input checked="" type="checkbox"/>	UMBRELLA LIAB					EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB					AGGREGATE \$ 2,000,000
	DED					\$
	RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 1,000,000
	ANY OTHER PARTNERS/EXECUTIVE OFFICERS/INVESTORS EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe each:					E.L. DISEASE - EA EMPLOYEE \$
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: PROJECT NUMBER:

The City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by Additionally Insured, Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30-Days Notice of Cancellation, non-renewal or material change shall apply (except 10 days

CERTIFICATE HOLDER	CANCELLATION
City of Mobile Building Services Department P.O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

END OF SECTION

EXHIBIT C - SUBCONTRACTING & MAJOR SUPPLIER 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, 4th 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.



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, 4th 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: _____



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.



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. _____

EXHIBIT D

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

This **AGREEMENT** made and entered into this _____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:

City of Mobile License Number: _____

City of Mobile Vendor Number: _____

for the following **PROJECT**:

PROJECT NAME: LANDSCAPING SERVICES

PROJECT LOCATION: FIRE STATION #18
700 MUSEUM DRIVE
MOBILE, AL 36608

PROJECT NUMBER: SR-027-21

County of Mobile
City of Mobile, Alabama

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

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide landscaping services to Fire Station #18, 700 Museum Drive, Mobile, AL 36608, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall

have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Term of the Contract, subject to additions and deductions provided herein, in current funds, the sum as follows:

Total Contract Amount:

(Amount in Words)

& 00/100 Dollars (\$ _____ .00)
(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Quote.

3.2 Schedule of Values:

YEAR 1 – Turf Maintenance:	\$ _____	.00
YEAR 2 - Turf Maintenance:	\$ _____	.00
YEAR 3 - Turf Maintenance:	\$ _____	.00
TOTAL:	\$ _____	.00

3.3 Unit Prices:

Pine Straw Mulch, 1 Large Bale, Installed:	\$ _____	.00
Mulch Installation, per cubic yard:	\$ _____	.00
Seasonal Annual Plants, Installed, per plant:	\$ _____	.00
Turf Fertilizations, per request:	\$ _____	.00
Pre-Emergent Herbicide, per request:	\$ _____	.00
Turf Pesticide, per request:	\$ _____	.00

HOURLY Rates:

For work performed outside of Basic Services, as described in Exhibit 1, the following rates shall apply:

	Year 1	Year 2	Year 3
Regular Time (8:00am to 4:00pm, Monday through Friday) per hour	\$	\$	\$
Overtime (4:00pm to 8:00am, Monday through Friday, Saturdays and Sundays) per hour	\$	\$	\$
Company’s Holiday , per hour	\$	\$	\$

Parts/Material: Service Contractor’s direct cost plus Fifteen (15%) percent.

During the term of the Agreement, if any unforeseen circumstances/conditions are discovered, Service Contractor must notify the Service Contracts Administrator immediately. Repairs not covered by the Scope of Work will require written authorization by the City, prior to ordering materials or undertaking work.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly, upon completion of work as specified.
- B. Original invoice shall be delivered to the Mobile Fire Department for review and approval
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor’s Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

- | | |
|---|---------|
| 1. This Instrument (Agreement) | 7 pages |
| 2. Exhibit 1 – Scope of Work | 2 pages |
| 3. Exhibit 2 – Location | 1 page |
| 4. Exhibit 3 – Schedule | 1 page |
| 5. Subcontractor & Major Supplier Plan | 5 pages |
| 6. Certificates of Insurance with endorsements and E-Verify Documentation | |

ARTICLE 7. Insurance:

7.1 Required coverage:

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

- A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
 - 1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
 - 2. Property damage liability - \$1,000,000 each occurrence.
 - 3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined –\$1,000,000 per occurrence
 - 4. General Aggregate limit shall apply on a “Per Project” Basis.
- B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
 - 1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
 - 2. Property damage liability - \$1,000,000 each occurrence.
 - 3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined – \$1,000,000 per occurrence
- C. Excess/Umbrella Liability insurance
 - 1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
 - 2. Providing following form coverage for Employer’s Liability, Comprehensive General Liability and Automotive Liability.
- D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject

to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification. Service Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Service Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service 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 Service 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further 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.

8.11 CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

Remainder of Page Intentionally Left Blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

SERVICE CONTRACTOR:

Signature

Signature

William. S. Stimpson
Mayor, City of Mobile

Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

END OF SECTION