

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
 and Package Delivery:**

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

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

Typed by: nm Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/07/2019	5245	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, January 24, 2019

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p style="text-align: center;">UNARMED GUARD AND PROTECTIVE SERVICES</p> <p>UnArmed Guard and Protective Services for various Municipal facilities and needs as the City deems necessary as per the following specifications.</p> <p>This contract for Un-Armed Guard and Protective Services will be for a one (1) year period from the effective date of the contract; with the option to extend for 2 additional one (1) year periods with the mutual consent of both parties at the stated terms and conditions.</p> <p style="text-align: center;">\$ _____ per man per hour</p> <p>A Bid Bond is not Required.</p> <p>A contract, which the City will provide, will have to be signed prior to the final acceptance of the successful bidder. A draft copy of the contract is attached.</p> <p>The City of Mobile will make the contract start date the 1st business day of a month.</p> <p>Bidder shall state the number of years in business. Vendor must have been in business for no less than 3 years. Vendor shall provide the customer list upon request for confirmation.</p> <p style="text-align: center;">Years in Business: _____</p> <p style="text-align: center;">Page 1 of 3</p>					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
 IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 2 of 3</p> <p>There will be no differentiation in hourly cost to the City for Holidays. The City will not allow for billing of Holiday pay or for overtime.</p> <p>BIDDERS SHALL PROVIDE WITH THEIR BID THE FOLLOWING FORMS OR CERTIFICATES.</p> <ol style="list-style-type: none"> Registration with the Alabama Secretary of State to do business in the State of Alabama. Business Entity Number _____ Attach Certificate Active City of Mobile Business License Active Business License Number _____ Attach Copy of License License and Certification to do business as a Security Company in the State of Alabama by the Alabama Security Regulatory Board Security License Number _____ Attach copy of License Registration with E-Verify Program Registration Number _____ Attach copy of Registration Letter from Insurance Carrier that bidder can meet Insurance Requirements of attached contracts Attach copy of letter to bid <p>Failure to provide the above with your bid will cause rejection of your bid response.</p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____
By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 3 of 3</p> <p>Attached is a list of locations currently being served by the existing Un-Armed Guard Contract.</p> <p>All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/</p> <p>If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid.</p> <p>For questions contact the Purchasing Department at purchasing@cityofmobile.org</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>TO BE AWARDED ALL OR NONE</p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

GENERAL SPECIFICATIONS

Scope of the Services to be provided: To furnish the City of Mobile Uniformed Security Guards for designated city facilities, with the option to add or delete facilities or services at an hourly rate, at the City's option, after reasonable notice to Provider.

1. BIDS MUST BE SEALED:

All bids shall be in a sealed opaque envelope approximately 9" x 12" or larger and be marked on the outside with number of the bid, the bid date, bidder's name and address.

2. DETAILED SPECIFICATIONS:

a) Provider shall supply qualified, uniformed personnel and on-site supervision to protect and prevent the specified city property against fires, thefts, and damage or destruction by sabotage, riots, or other intentional acts of violence.

b) Guard uniforms shall be distinctly different than those worn by City of Mobile Police.

c) Provider agrees that service covered by this agreement shall be performed by qualified, careful and efficient employees in strict conformity with standards in the industry. Guards shall be at least 21 years of age, shall have a high school diploma or G.E.D., and be capable of maintaining order in stressful, confrontational or dangerous situations and of removing from the area, disruptive, unruly persons. No guard shall be employed by Provider to protect property until his or her character, reputation as to honesty, sobriety, and reliability have been verified by Provider. All guards shall have successfully passed a criminal background check before placement in a City facility (i.e., no felony or misdemeanor convictions).

d) No guard shall be employed at a City facility who is objectionable to the City, for any reason whatsoever. Applications and other records of Provider related to this paragraph shall be open to inspection, copying, and reproduction by the City. Guards shall be promptly replaced, at the City's request, upon notice to Provider.

e) Guards shall be courteous, neat, clean and presentable while on duty.

f) Provider shall supervise the performance of the guards and shall, at unannounced intervals, call on the protected city facility to determine the manner in which guards are discharging their duties. Reports of these inspections shall be provided to the designated facility contact employee, along with monthly time sheets.

g) Provider shall have a local contact person with a local phone number. The phone is to be manned twenty-four hours a day. The phone is to be manned by a person with the company or an answering service, but not an answering machine. Provider shall respond to phone calls but the City within thirty minutes of receipt by the answering service.

- h) Provider agrees that guards shall be subject to all City regulations while on City premises and must meet and continue to meet with the approval of the City.
- i) In the event of an emergency, power outage or alarm signal, Provider shall promptly provide additional guard service, at the request of the City, at the hourly rate established under this Agreement.
- j) Provider agrees that specific guard services shall vary by facility. Guards may be asked to patrol building interiors and exteriors and adjacent property, check employee identification badges and maintain visitor's logs, and other security services deemed necessary by the City to maintain safety and security at each facility.
- k) Provider shall deduct and pay such social security, income taxes, etc. for guards.
- l) In the event there is an increase in the minimum wage required to be paid by Provider, required by law or statute, during the term of this Agreement or any extension thereof, then the amount of the hourly rate bid shall be increased by the amount of the increase in the minimum wage, plus any increased costs of FICA and unemployment tax.

3. IRREGULARITIES AND REJECTION:

The City of Mobile reserves the right to waive irregularities in the bid and in bidding, and to reject any or all bids.

UNARMED GUARD AND PROTECTIVE SERVICES
LOCATION AND HOURS

SITE		HOURS
Public Works	Public Works	1 Guard, 24/7, 365 days/yr.
MIT	MIT	1 Guard, 6pm-7am, 7 days/wk. 52 wks. /yr. Holiday 24 hours per day as required
Museum of Art	Museum of Art	1 Guard, 60 hr. wk.; *hours will vary/ Time will vary depending on event

Additional Requirements for Museum of Art Location:

- Guard may be used for indoor or outdoor security
- Guard must be able to stand for long periods of time
- Guard must be able to lift up to 40 lbs. and willing and able to help set-up
- And break down tables and chairs for events
- Guard must exhibit a good attitude and be experienced in dealing with the public

Service Contracts over \$15,000, subject to Ala. §41-16-50
et seq. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20 __, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and _____ (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama _____ and qualified to do business in Alabama.

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

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

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

c. Professional liability insurance

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

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Providers shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:

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

PROVIDER,

_____, Its _____ (title)

On behalf of Provider

_____ Date

State of Alabama

Mobile County

I, _____, a Notary public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this the _____ day of _____, 20____, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Notary Public
My Commission expires on: _____

CITY,

Its Mayor

_____ Date

ATTEST:

City Clerk

_____ Date

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D



PURCHASING 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 insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

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

(Request First Delivery)