

CALL FOR BIDS

Project Name **Service Contract - Various Locations – Fire Suppression Systems Inspections, Maintenance, & Repair**

Project Location **Various City of Mobile Locations**

Project Number **SC-023-26**

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on Wednesday, May 6, 2026, no later than 2:00pm. Bidders shall insert sealed Bids into a receptacle, marked “City of Mobile Bids”, located in the elevator lobby outside the City Clerk’s Office, or sent by U. S. Postal Service, or another carrier, addressed to the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 (or City Clerk, P.O. Box 1827, 36633-1827, if sent by regular mail via the U. S. Postal Service) no later than 2:00pm local time. All received will be publicly opened and read at 2:30pm in the Atrium Lobby of Government Plaza.

A Pre-Bid Conference shall be held at 10:00am, local time on Wednesday, April 29, 2026, in the 5th Floor AE Conference Room, Government Plaza: 205 Government Street, Mobile, Alabama 36602.

Bid Documents will be on file Wednesday, April 22, 2026, and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

**THE CITY OF MOBILE
MOBILE, ALABAMA**



**PROJECT MANUAL
FOR
SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SUPPRESSION
SYSTEMS INSPECTIONS, MAINTENANCE, & REPAIR**

SC-023-26

City of Mobile, Alabama
Building Services Department
P. O. Box 1827
Mobile, AL 36633-1827
(251) 208-6067

April 22, 2026

Bid Date: May 6, 2026

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INVITATION TO BID

You are invited to submit a sealed bid for the following Contract:

PROJECT NAME: SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE
SUPPRESSION SYSTEMS INSPECTIONS, MAINTENANCE, &
REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-023-26

All as described in the Specifications (Documents) prepared by the City of Mobile, Building Services Department.

1. BID DATE:

- A. Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until **2:00 P.M., May 6, 2026**, in the Office of the City Clerk, 9th Floor, South Tower, Government Plaza, 205 Government St., Mobile, Alabama, 36602.
- B. All Bids not clocked in at the Office of the City Clerk prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Sealed Proposals will be publicly opened and read at 2:30 PM in the Atrium of Government Plaza.

2. BID DOCUMENTS AND SPECIFICATIONS:

The Project Manual, including all Bid Documents and Specifications, may be obtained from the City of Mobile's website: www.cityofmobile.org/bids. No deposit shall be required.

3. PRE-BID CONFERENCE

Pre-bid conference shall be held on **Wednesday, April 29, 2026, at 10 A.M.** The conference will be held at the City of Mobile, Real Estate Asset Management Conference Room, Government Plaza, 205 Government Street, Mobile, Alabama, South Tower, Fifth Floor.

4. 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.

END OF SECTION

INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS:

1. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Building Services as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents with each other, shall examine the site and local conditions, and shall at once report to the Building Services Contract Administrator errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written Request For Information to the Building Services Contract Administrator at least three (3) calendar days prior to the date for receipt of Bids.
- C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on the Bid Form as set forth herein.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- C. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- D. All requested Unit Prices and Allowances shall be bid and the Schedule of Values completely filled in.
- E. Addenda issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum. Failure to acknowledge the Addenda on the Bid Form may cause Bidder to be disqualified.

4. EXAMINATION OF DOCUMENTS AND SITE OF THE WORK:

- A. Before submitting a Bid, Bidders should carefully examine the Specifications, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

5. SUBMISSION OF BIDS:

- A. Bid and any other supporting data as specified shall be submitted in a sealed, opaque envelope, approximately 9" x 12" or larger and shall be marked on the outside with the words, "**Sealed Bid for SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SUPPRESSION SYSTEMS INSPECTIONS, MAINTENANCE, & REPAIR**", along with the Building Services Department's project number, the Bid Date, and Service Contractor's name, address, and City of Mobile license number.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not

be considered. Late Bids will be returned to the Bidder unopened.

- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile, or other electronically transmitted bids will not be considered.

6. MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

7. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by the required Bidding Documents, or a Bid which is in any way incomplete, or irregular is subject to rejection.
- C. It is the intent of the City to award a Contract to the lowest responsible and responsive Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.
- D. The award shall be based on the lowest Total Base Bid selected, as listed on the Bid Form.

8. PROOF OF COMPETENCY OF BIDDER:

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

9. SIGNING OF CONTRACT:

- A. The Standard Contract Between City of Mobile and Service Contractor (sample included herein) shall serve as the Agreement between the City and Service Contractor.
- B. The Bidder 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, **failure to do so within this timeframe may cause the City of Mobile to reject the award and proceed with the next highest bid:**
 - 1. Certificate of Insurance, 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.

10. SOCIALLY AND ECONOMICALLY DISADVANTAGED EMPLOYMENT:

- A. A 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 attached Subcontracting & Major Supplier Plan, if applicable.

- 11. AMERICANS WITH DISABILITIES ACT (ADA):**
- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.
- 12. USE OF DOMESTIC PRODUCTS:**
- A. Section 39-3-1, Alabama Code, 1975, provides that the Service Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Service Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.
- 13. NON-RESIDENT (OUT OF STATE) SERVICE CONTRACTORS:**
- A. Preference to Resident Service Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) Bidder domiciled in a state which grants a preference to local Service Contractors is to be awarded a public contract on the same basis as the non-resident Bidder's state awards contracts to Alabama Bidders. Alabama Bidders are given a preference to the same extent as a non-resident. Bidder receives a preference in his home state. A non-resident Bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident Bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.
- 14. LOCAL PREFERENCE AWARDS**
- A. The City of Mobile awards contracts to the lowest responsible Bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:
1. The Competitive Bid Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with a value of \$30,000 or more, and for the lease of personal property where the terms of the lease require payment of \$30,000 or more.
 2. State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
 3. Resident Responsible Bidders- The City may award a bid to a responsible Bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible Bidder. The City may apply the 5% preference when the apparent lowest responsible Bidder is located anywhere outside the City or its police jurisdiction.
 4. Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
 5. Preference for Resident Responsible Bidders against Foreign Entities- The City may award a bid to a responsible bidder with a place of business within the city or its police jurisdiction if the bid is not more than 10% more than the apparent lowest responsible bid submitted by a Foreign Entity.
 6. Preference for Disadvantaged Businesses- The City may award a bid to a "qualifying" responsible Bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a

“qualifying” responsible Bidder is:

- a. a woman-owned enterprise;
- b. an enterprise of small business, as defined in Section 25-10-3;
- c. a minority owned business enterprise;
- d. a veteran-owned business enterprise; or
- e. a disadvantaged-owned business enterprise.

B. Summary of Preferences:

Local business has a 5% price preference over a lowest Bidder that has a place of business in Alabama but not local to the City. Local business has a 10% price preference over a lowest Bidder that does not have a place of business anywhere in Alabama. A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest Bidder that does not have a place of business in Alabama.

C. City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible Bidder meets the preference categories described above.

D. “Place of Business”:

The City considers a “place of business” to be a specific location actually occupied, either continually or on a regular basis, by the City or someone in the City’s employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity’s “place of business,” such as an individual’s home or residence, or an agent’s or attorney’s office who may represent multiple parties out of that specific location, do not qualify as a “place of business” for these purposes.

E. “Owned” means 51% or greater active ownership by a person or persons of the designated preference category.

F. Questions to be answered by all vendors (regardless of whether intending to claim a preference):

1. Do you operate a place of business within the City of Mobile or the City’s police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
2. If you do not have a place of business within the City or the City’s police jurisdiction, do you operate a place of business within the State of Alabama? If so, please describe.
3. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

15. ALABAMA IMMIGRATION ACT

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Service Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Service Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City.

16. 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. 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.

17. CITY OF MOBILE BUSINESS LICENSE

- A. City of Mobile Business License is required and must be current at time of bidding.

END OF SECTION



AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Service Contractor: BUSINESS NAME _____
Street Address _____
City, State, Zip Code _____

City Business License No.: _____

For the following Project: SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SUPPRESSION SYSTEMS INSPECTIONS, MAINTENANCE, & REPAIR

VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-023-26



AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the “Effective Date”), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and _____, hereinafter referred to as “Contractor” or “Service Contactor”.

This Agreement, including its Exhibits A, B, C, D, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Project Manual for SC-023-26 on April 22, 2026; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR’S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance for the SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SUPPRESSION SYSTEMS INSPECTIONS, MAINTENANCE, & REPAIR (the “Project”), in accordance with the Scope of Work made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B, Bid Form, attached hereto and incorporated herein.

2.2 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 the Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days. The Work shall commence on the date of written Notice to Proceed, issued by the City.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed _____ for the entire Project in accordance with Exhibit B attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price may include a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional

services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working

solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 FORCE MAJEURE

- 10.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

11.0 OBLIGATIONS OF THE CITY

- 11.1** City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

- 11.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 11.3** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 11.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.
- 12.0 TERMINATION**
- 12.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 12.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 12.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 12.1 above.
- 12.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 12.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- 12.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 12.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or

otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

13.0 DISPUTE RESOLUTION

- 13.1** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.
- 13.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 13.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 13.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 13.5** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- 13.6** Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

14.0 CONTRACTOR WARRANTY

- 14.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 14.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 14.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 14.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the

environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

15.0 SUSPENSION/STOP WORK ORDER

15.1 The REAM Director or Deputy Director, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Director or Deputy Director shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 12.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 12.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City’s behalf with respect to the Project, DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Carleen Stout-Clark or the Director’s designated representative, DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

16.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile Building Services
c/o: Chad Holm
City’s Authorized Agent
205 Government St.
P.O. Box 1827
Mobile AL 36633-1827

CONTRACTOR:

c/o _____
Contractor’s Authorized Agent
Address _____
City, State, Zip _____

16.3 Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT/ BREACH

17.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

18.0 EFFECT OF DEFAULT

18.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

19.0 WITHHOLDING PAYMENT DUE

19.1 Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

20.0 CURE PLAN

20.1 If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

21.1 Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

22.0 PEER REVIEW/VALUE ENGINEERING

22.1 The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

23.0 ANTI-BOYCOTT

23.1 Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

24.0 NON-DISCRIMINATION

24.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

25.0 COMPLIANCE WITH IMMIGRATION LAW

25.1 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide

documentation establishing that Contractor is enrolled in the attached Exhibit D, *E-Verify* program. 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.

26.0 MISCELLANEOUS

- 26.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 26.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 26.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 26.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 26.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 26.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 26.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 26.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 26.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 26.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 26.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 26.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

- 26.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 26.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 26.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 26.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 26.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 26.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 26.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 26.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.
- 26.21** Non-Assignment. Contractor shall not transfer or assign this Service Contract or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

SERVICE CONTRACTOR:

Signature

Signature

Spiro N. Cheriogotis

Mayor, City of Mobile

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as
_____ of _____ and after being duly sworn, did depose and say that he, as such officer and with full
authority, signed the above and foregoing voluntarily as the act of _____.

Sworn to and subscribed for me this ___ day of _____, 2026.

NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires:

END OF SECTION

EXHIBIT A – SCOPE OF WORK

**SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SUPPRESSION SYSTEMS INSPECTIONS,
MAINTENANCE, & REPAIR
SC-023-26****April 22, 2026****Scope of Work:**

Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment, supplies, and all associated travel time and expenses required to complete inspections and maintenance of all City of Mobile Fire Suppression Systems as listed in Attachment – Locations, and as required for the continuous and efficient operation in accordance within the terms of the National Fire Protection Association (NFPA) 96: standards for Ventilation Control and Fire Protection of Commercial Cooking Operations, and in accordance with the following:

1. NFPA 12: Carbon Dioxide Extinguishing Systems
2. NFPA 13: Automatic Sprinkler Systems
3. NFPA 16: Foam Water Sprinkler System or Foam Water Spray Systems
4. NFPA 17: Dry Chemical Extinguishing System
5. NFPA 17A: Wet Chemical Extinguishing System
6. NFPA 70: National Electric Code
7. NFPA 72: National Fire Alarm & Signal Code
8. NFPA 75: Fire Protection of Information Technology Equipment

Inspections:

Fire Suppressions System Inspections shall include, but are not limited to, the following:

1. **GENERAL**
 - A. All systems are in service.
 - B. Report if hoods, filters, ducts, and fans need cleaning or repair.
 - C. All systems are connected to the Fire Alarm System.
2. **CYLINDERS**
 - A. All cylinders are properly located and undamaged.
 - B. All gauges read proper pressure.
 - C. All manual release devices are properly located and in working order.
 - D. Dry chemical in satisfactory condition.
 - E. All rupture discs in satisfactory condition.
 - F. All CO₂ cartridges within proper weight limits.
3. **PIPING**
 - A. All piping secure.
 - B. All pipes clear and unobstructed.
4. **NOZZLES**
 - A. All nozzles clear, undamaged, unobstructed.
 - B. All nozzle caps in proper working order.
5. **FUSEABLE LINKS**
 - A. All fuseable links replaced as needed.
6. **AUTOMATIC FUEL SHUT-OFFS**
 - A. All fuel shutoffs in proper working order.

Inspection Forms:

The inspection forms will be recorded on a standard report form prepared by the Contractor. This report form must meet prior approval from the Building Services Service Contract Administrator and be acceptable to the insurance underwriter. Copies of all reports will be furnished to the Service Contract Administrator's office in the Building Services Department, and to the City of Mobile's Fire Marshal. Reports shall be submitted prior to any invoices for payment.

All work shall be in accordance with the Nation Fire Protection Association (NFPA) Code sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshal, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshal and the City of Mobile Fire Rescue Department.

END OF SECTION

ATTACHMENT A – LOCATIONS

LOCATION		ADDRESS	TYPE/MODEL
1	Azalea City Golf Course	1000 Gaillard Dr.	Ansul R102
2	Connie Hudson Senior Center	3201 Hillcrest Rd.	Ansul R102
3	Convention Center	1 S. Water St.	Range Guard – RG6g Double Hood
4	Dotch Community Center	3100 Bank Ave.	Pyro Chem PCL 350
5	Figures Community Center	658 Donald St.	Range Guard RG1.5
6	Fire Station #1 – Freeman	6801 Overlook Rd.	Ansul R102
7	Fire Station #3 – Central	701 St. Francis St.	Ansul R102
8	Fire Station #6 – Edwards	2525 Hillcrest Blvd.	Ansul R102
9	Fire Station #7 – Seelhorst	5525 Commerce Blvd.	Ansul R102
10	Fire Station #9 – Husband	1000 Houston St.	Ansul R102
11	Fire Station #11 – Willet	1004 S. Broad St.	Buckey BFR 10
12	Fire Station #12 – Crichton	200 Davenport Ave.	Ansul R102
13	Fire Station #16 – Lathan	57 S. Maryvale St.	Buckeye BFR 10
14	Fire Station #17 – Melton	57 Lafayette St.	Pyro Chem L2400
15	Fire Station #18 – Springhill	700 Museum Dr.	Ansul R102
16	Fire Station #20 - Petrey	3471 Dauphin Island Parkway	Ansul R102
17	Fire Station #26 – Public Safety Complex	8080 Airport Blvd.	Ansul R102
18	Fire Station #26 – Public Safety Complex (MIT)	8080 Airport Blvd.	FM 200
19	Fire Station #28 – Berger	7050 Old Military Rd.	Amerex 275
20	Harmon Recreation Center	1611 Belfast St.	Ansul R102
21	Henry Aaron Concession Stand	2010 Andrews St.	Ansul R102
22	Hillsdale Community Center	558 Fellhorn Rd.	Ansul R102
23	Hope Community Center	850 Edwards St.	Ansul R102
24	Mims Park – Baseball Concession	5400 Grishilde Dr.	Ansul R102
25	Medal of Honor Park Concession Stand	1171 Hillcrest Rd.	Buckeye BFR 5
26	Mobile Arena	401 Civic Center Dr.	TBD
27	MPD Precinct #4 – Public Safety Complex	8080 Airport Blvd.	FM 200
28	Mobile Museum of Art - Breakroom	4850 Museum Dr.	Ansul R102
29	Mobile Museum of Art – Catering Kitchen	4850 Museum Dr.	Ansul R102
30	National Maritime Museum - Breakroom	155 S. Water St.	Ansul R102
31	National Maritime Museum - Cafe	155 S. Water St.	Ansul R102
32	Rickarby Recreation Center	550 Rickarby St.	Ansul R102
33	Seals Recreation Center	540 Texas St.	Ansul R102
34	Springhill Recreation Center	1151 Springhill Ave.	Amerex 375
35	Sullivan Community Center	351 N. Catherine St.	Ansul R102
36	Tillman’s Corner Community Center	5055 Carol Plantation Rd.	Pyro Chem NMCH
37	Tricksey Senior Center	3100 Bank Ave.	Ansul R102
38	Western Admin Complex (MIT)	4851 Museum Dr.	FM 200

Service Contractor to verify locations, model, and type during field inspection.

END OF SECTION

EXHIBIT B - BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – VARIOUS LOCTIONS – FIRE SUPPRESSION SYSTEMS INSPECTIONS, MAINTENANCE, & REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-023-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated April 22, 2026, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

CITY OF MOBILE BUSINESS LICENSE NUMBER: _____

CITY OF MOBILE VENDOR NUMBER: _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

- (Check one) (A Corporation)
- (A Partnership)
- (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Exhibit A - Scope of Work, and all applicable laws and regulations for the sum listed below.

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. The Work shall commence on the date of written Notice to Proceed, issued by the City.

1. BASE BID – As specified in Scope of Work

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

LOCATION		YEAR 1 July 2026	YEAR 1 January 2027	YEAR 2 July 2027	YEAR 2 January 2028	YEAR 3 July 2028	YEAR 3 January 2029
1	Azalea City Golf Course	\$	\$	\$	\$	\$	\$
2	Connie Hudson Senior Center	\$	\$	\$	\$	\$	\$
3	Convention Center	\$	\$	\$	\$	\$	\$
4	Dotch Community Center	\$	\$	\$	\$	\$	\$
5	Figures Community Center	\$	\$	\$	\$	\$	\$
6	Fire Station #1 – Freeman	\$	\$	\$	\$	\$	\$
7	Fire Station #3 – Central	\$	\$	\$	\$	\$	\$
8	Fire Station #6 – Edwards	\$	\$	\$	\$	\$	\$
9	Fire Station #7 – Seelhorst	\$	\$	\$	\$	\$	\$
10	Fire Station #9 – Husband	\$	\$	\$	\$	\$	\$
11	Fire Station #11 – Willet	\$	\$	\$	\$	\$	\$
12	Fire Station #12 – Crichton	\$	\$	\$	\$	\$	\$
13	Fire Station #16 – Lathan	\$	\$	\$	\$	\$	\$
14	Fire Station #17 – Melton	\$	\$	\$	\$	\$	\$
15	Fire Station #18 – Springhill	\$	\$	\$	\$	\$	\$
16	Fire Station #20 - Petrey	\$	\$	\$	\$	\$	\$
17	Fire Station #26 – Public Safety Complex	\$	\$	\$	\$	\$	\$
18	Fire Station #26 – Public Safety Complex (MIT)	\$	\$	\$	\$	\$	\$
19	Fire Station #28 – Berger	\$	\$	\$	\$	\$	\$
20	Harmon Recreation Center	\$	\$	\$	\$	\$	\$
21	Henry Aaron Concession Stand	\$	\$	\$	\$	\$	\$
22	Hillsdale Community Center	\$	\$	\$	\$	\$	\$
23	Hope Community Center	\$	\$	\$	\$	\$	\$
24	Mims Park – Baseball Concession	\$	\$	\$	\$	\$	\$
25	Medal of Honor Park Concession Stand	\$	\$	\$	\$	\$	\$
26	Mobile Arena			\$	\$	\$	\$
27	MPD Precinct #4 – Public Safety Complex	\$	\$	\$	\$	\$	\$
28	Mobile Museum of Art - Breakroom	\$	\$	\$	\$	\$	\$
29	Mobile Museum of Art – Catering Kitchen	\$	\$	\$	\$	\$	\$
30	National Maritime Museum - Breakroom	\$	\$	\$	\$	\$	\$
31	National Maritime Museum - Cafe	\$	\$	\$	\$	\$	\$
32	Rickarby Recreation Center	\$	\$	\$	\$	\$	\$
33	Seals Recreation Center	\$	\$	\$	\$	\$	\$
34	Springhill Recreation Center	\$	\$	\$	\$	\$	\$
35	Sullivan Community Center	\$	\$	\$	\$	\$	\$
36	Tillman’s Corner Community Center	\$	\$	\$	\$	\$	\$
37	Tricksey Senior Center	\$	\$	\$	\$	\$	\$
38	Western Admin Complex	\$	\$	\$	\$	\$	\$
TOTAL		\$	\$	\$	\$	\$	\$

2. CONTRACT SUM:

The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, the sum as follows:

TOTAL – YEAR 1

_____ and 00/100 Dollars \$ _____
(Amount in Words) (Amount in Numbers)

TOTAL – YEAR 2

_____ and 00/100 Dollars \$ _____
(Amount in Words) (Amount in Numbers)

TOTAL – YEAR 3

_____ and 00/100 Dollars \$ _____
(Amount in Words) (Amount in Numbers)

TOTAL BID AMOUNT (YEAR 1, YEAR 2, AND YEAR 3 TOTAL):

_____ and 00/100 Dollars \$ _____
(Amount in Words) (Amount in Numbers)

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

3. ADDITIONAL SERVICES:

UNIT PRICES – for Additional Services as specified in Exhibit A - Scope of Work:

The City of Mobile may also request additional services at varied frequencies and locations, as needed, as directed. The Service Contractor shall give written notice to the City and obtain written authorization from the City before commencing such Services. Unit pricing listed should match the pricing used to formulate the corresponding year’s bids above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time (7am to 5pm, Monday through Friday):
Year 1 - \$ _____ per hour Year 2 - \$ _____ per hour Year 3 - \$ _____ per hour
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1 - \$ _____ per hour Year 2 - \$ _____ per hour Year 3 - \$ _____ per hour
- C. Overtime Holidays (Bidder’s Holidays):
Year 1 - \$ _____ per hour Year 2 - \$ _____ per hour Year 3 - \$ _____ per hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor’s Direct Cost plus Fifteen percent (15%).

* Direct cost shall be based on the invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

Service/Truck Charge/ Travel Time: No additional Service Charges and billable travel time shall be invoiced.

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

4. BID INCLUDES:

Addendum Number _____, Dated _____
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

5. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991, and as amended December 18, 2018.

QUESTIONS: To be answered by all vendors (regardless of whether intending to claim a preference):

- A. Do you operate a place of business within the City of Mobile or the City’s police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.

- B. If you do not have a place of business within the City or the City’s police jurisdiction, do you operate a place of business within the State of Alabama? If so, please describe.

- C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned?_____. If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

6. REFERENCES: Please list a minimum of three (3) professional references, contract information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

- A. Reference #1
Company Name: _____
Company Address: _____
Telephone: _____
Type of Work: _____
Dates: _____
- B. Reference #2
Company Name: _____
Company Address: _____
Telephone: _____

Type of Work: _____

Dates: _____

C. Reference #3

Company Name: _____

Company Address: _____

Telephone: _____

Type of Work: _____

Dates: _____

7. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

8. **SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Typed)

TITLE _____
(Typed)

DATE _____, 20 ____

Sworn to and subscribed before me this _____ day of _____, 20 ____

Notary Public

END OF SECTION

EXHIBIT C – 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. Employers 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. Limits 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 for each accident for bodily injury and/or property damage.

D. Excess/ Umbrella Liability Insurance

1. Provide 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 for each occurrence for bodily injury 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 the 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.



AGENCY CUSTOMER ID: _____
LOC #: 1 _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder

SAMPLE

END OF SECTION

EXHIBIT D – E-VERIFY



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, 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 Num.	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

END OF SECTION

VENDOR INFORMATION AND W-9 FORM

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

[Print Page](#) [Reset Form](#)

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax:

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)
	6 City, state, and ZIP code
	7 List account number(s) here (optional)
	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ 03/04/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

END OF SECTION