

CALL FOR BIDS

Project Name **Service Contract - Various Locations – Fire Extinguisher Inspection, Service, & Maintenance**

Project Location **Various City of Mobile Locations**

Project Number **SC-024-26**

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on Wednesday, May 20, 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, May 13, 2026, in the Real Estate Asset Management Conference Room, 5th Floor, Government Plaza: 205 Government Street, Mobile, Alabama 36602.

Bid Documents will be on file Wednesday, May 6, 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 EXTINGUISHER
INSPECTION, SERVICE, & MAINTENANCE**

SC-024-26

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

May 6, 2026

Bid Date: May 20, 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
EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-024-26

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 20, 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, May 13, 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 EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE**", 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. 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
EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE

VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-024-26



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-024-26 on May 6, 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 EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE (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 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

SC-024-26**May 6, 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, service, & maintenance of all City of Mobile Fire Extinguishers as listed in Attachment A – Locations, and as required for the continuous and efficient operation in accordance within the terms of the National Fire Protection Association (NFPA). All additional or subtractions of any units are at the sole discretion of the City.

There are currently 1,143 fire extinguishers, with thirteen different sizes and types, at 113 City of Mobile facilities. Fire extinguishers types/sizes are as follows:

- 5# ABC
- 10# ABC
- 20# ABC
- K CLASS
- PURPLE K CLASS
- 5# CO₂
- 15# CO₂
- 20# CO₂
- 2.5 GALLON H₂O
- 5# CLEAN AGENT
- 10# CLEAN AGENT

Basic Services:

The Work to be performed under the Bid Form shall include the following:

1. Once yearly inspection and tagging/labeling of all existing City of Mobile fire extinguishers in accordance with the dates listed in Attachment A – Locations. Inspections at each facility shall occur on, or immediately prior to the “Inspection Month” listed for each facility. Tag/label shall be securely attached to fire extinguisher, indicating the month and year inspection was performed and identifying the person/firm providing service.
2. All travel time/expenses associated with the inspection at each facility shall be included in the Basic Services. It is anticipated that a number of facilities will be scheduled for inspection on the same day, depending on location and proximity, thereby reducing overall travel time. The final schedule for inspections shall be determined by the Building Services Department as dictated by the Inspection Month listed in Attachment A, and in coordination with the facility and Service Contract Administrator’s schedule. All Basic Services shall be included in, and billed against, the Base Bid amount.

Additional Services:

The Work to be performed under Additional Services (Allowance) and may include the following:

1. Inspection of existing fire extinguishers over the 1,143 included in the Basic Services.
2. Furnish and install, as required, new fire extinguishers suitable for type of hazard being protected.
3. Exchange and install, as required, same for same as needed.
4. Re-charge existing fire extinguishers, as required, in accordance with manufacturer’s recommendations with material suitable for type of hazard being protected. All labels should be securely attached to fire extinguisher, indicating the month and year maintenance was performed and identifying the person/firm providing service.
5. Hydrostatic testing of existing fire extinguisher, as required. All labels should be securely attached to fire

extinguisher, indicating the month and year hydrostatic testing was performed and identifying the person/firm providing service.

6. Five (5) year maintenance, as required per NFPA.
7. Six (6) year maintenance, as required per NFPA.
8. All travel time and site visit fees will not be approved. All associated cost for follow up visits associated with Additional Services should be factored into Unit Pricing within Exhibit B – Bid Form.
9. All Additional Services shall be billed against the Allowance and only at the direction of approved Building Services personnel.

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

FACILITY LOCATION		FACILITY ADDRESS	Qty
DECEMBER			
1	Animal Shelter	855 Owens St.	13
2	Azalea City Golf Course	1000 Gaillard Drive	15
3	Azalea Road Complex	1301 Azalea Road	14
4	Baumhauer/Randall Park	1909 Duval Street	3
5	Bienville Square	150 Dauphin Street	1
6	Connie Hudson Senior Center	3201 Hillcrest Road	9
7	Copeland Cox Tennis Center	851 Gaillard Drive	5
8	Crawford Park	351 S. Ann Street	1
9	Dotch Community Center	3100 Banks Avenue	5
10	Dow Amphitheater	3055 Banks Avenue	2
11	Electrical Dept	854 Gayle Street	12
12	Figures Community Center and Park	658 Donald Street	10
13	Harmon Rec Center	1611 Belfast Street	11
14	Henry Aaron Park	2010 Andrews Street	2
15	Parks HQ and Herndon Sage Park	48 N. Sage Avenue	13
16	Hillsdale Community Center & Park	558 Felhorn Road	12
17	Hope (Plateau) Community Center	850 Edwards Street	5
18	Kidd Park	800 East Street	3
19	Langan Park	4901 Ziegler Blvd	9
20	Laun Park	5401 Windmill Drive	1
21	Lavretta Park	200 W. Parkway Drive	2
22	Dog River Park	2459 N. Dog River Drive	4
23	Lyons Park Tennis Center	180 Lyons Park Avenue	2
24	MPD Crime Prevention	2407 Airport Blvd	6
25	MPD Headquarters	2460 Government Street	23
26	MPD Special Operations	850 St. Anthony Street	12
27	Springhill Recreation Center	1151 Springhill Ave	9
28	Mobile Information Tech Center	651 Church Street	6
29	Moorer Library	4 McGregor Avenue South	6
30	MPD 1st Precinct	2601 Dauphin Island Parkway	4
31	MPD 3rd Precinct	2165 St. Stephens Road	6
32	MPD Traffic Division / Motor Pool	850 Virginia Street	13
33	Stotts Park	2150 Demotropolis Road	1
34	Arena Parking Garage	200 Claiborne St.	89

NOVEMBER			
35	Pinehill Recycling Center	310 Pinehill Drive	2
36	Fire Station #1 - Freeman	6801 Overlook Road	4
37	Fire Station #3 - Central	701 St. Francis Street	14
38	Fire Station #6 - Edwards	2525 Hillcrest Road	4
39	Fire Station #7 - Seelhorst	5525 Commerce Blvd E.	6
40	Fire Station #9 - Husband	1001 Houston Street	3
41	Fire Station #11 - Willet	1004 S. Broad Street	3
42	Fire Station #12 - Crichton	200 Davenport Ave.	6
43	Fire Station #14 - Toulminville	2026 Dr MLK Ave	2
44	Fire Station #16 - Lathan	1951 Maryville Street	5
45	Fire Station #17 - Melton	57 S. Lafayette Street	4
46	Fire Station #18 - Springhill	700 Museum Dr.	3
47	Fire Station #19 - McCosker	1275 Azalea Road	2
48	Fire Station #20 - Petrey	3471 Dauphin Island Pkwy	5
49	Fire Station #21 - Reid	512 Stimrad Road	2
50	Fire Station #22 - Tapia	4710 Airport Blvd	4
51	Fire Station #23 - Sirmon	2711 Airport Blvd	2
52	Fire Station #28 - Berger	7050 Old Military Road	6
53	Fire Bureau/Warehouse	2851 Old Shell Road	14
54	MDP 2nd Precinct	5441 Highway 90 West STE 25	3
55	Heroes (Theodore) Park	7161 Old Military Road	1
56	Tillmans Corner Community Center	5055 Carol Plantation Road	5
57	Mobile Museum of Art	4850 Museum Drive	43
58	Maitre Park	2412 Halls Mill Road	2
59	Mims Park	5400 Grishilde Drive	2
60	Midnight Park	5310 Colonial Oaks Drive	1
61	Newhouse Park	2960 Alston Drive	1
62	Paint & Body Shop	901 Kelly Street	9
63	Parks Fuel Yard / Maintenance Shop	5151 Museum Drive	8
64	Parkway Branch Library	1924 - B Dauphin Island Parkway	2
65	Rickarby Park	550 Rickarby Street	4
66	Parkway Senior Center	5475 Boykin Blvd	5
67	311 Building	2900 Dauphin Street	3
68	Tardy College	104 S. Lawrence Street	4
69	Taylor Park	1050 Baltimore Street	6
70	Toulminville Library	601 Stanton Road	10
71	Tricksey Senior Center	3025 Banks Ave	3

72	Trimmier Park	3600 Alba Club Road	2
73	Western Administrative Complex	4851 Museum Drive	27
OCTOBER			
74	200 Government Street	200 Government Street	17
75	Alabama Cruise Terminal	201 S. Water Street	28
76	Ben May Library	701 Government Street	12
77	Fire Training Center	860 Owens Street	3
78	Fort Conde	150 S. Royal Street	13
79	Gulf Coast Exploreum	65 Government Street	28
80	National Maritime Museum	155 South Water Street	25
81	History Museum of Mobile	111 South Royal Street	20
82	Hurtel Street Armory	1900 Hurtel Street	32
83	Joe Jefferson Playhouse	11 South Carlen Street	11
84	Library Administration	700 Government Street	7
85	Local History Branch Library	753 Government Street	3
86	Magnolia Cemetery	1202 Virginia Street	3
87	Matthews Park	3700 Michael Blvd	1
88	McCants-Chavers Restroom	7220 13th Street	1
89	Medal of Honor Park	1711 Hillcrest Road	10
90	Metro Firearms Center	12241 Tanner Williams Road	14
91	MPD Impound Lot	1251 Virginia St	5
92	Animal Services Admin	1251 Virginia St	6
93	MPD Police Academy	1251 Virginia St	4
94	Oakleigh House	263 Roper Street	5
95	Public Buildings and Storage	850 Owens Street	24
96	Public Safety Complex	8080 Airport Blvd	16
97	Public Works Complex	770 Gayle Street	57
98	Quigley House	751 Government Street	3
99	Richards DAR House	256 N. Joachim Street	6
100	Saenger Theater	6 N. Joachim Street	31
101	Sullivan Community Center & Park	351 N. Catherine Street	7
102	Telecommunications Building	107 S. Royal Street	3
103	West Regional Library	5555 Grelot Road	15
104	Municipal Archives	457 Church Street	14
105	Phoenix Fire Museum	203 S. Claiborne Street	4
106	Playhouse in the Park	4851 Museum Drive	9
107	Seals Community Center	540 Texas Street	7
108	Traffic Engineering	852 Gayle Street	11

109	Special Events Building	2301 Airport Blvd	3
110	Phillips St Storage	2856 Phillips Street	2
111	MPD Mounted Unit – Grand Bay	6160 Gaston Loop	8
112	DIP Recycling Center	1750 Dauphin Island Parkway	2
113	Manzie Center	110 N. Lafayette Street	6
114	Mobile Convention Center	1 S. Water Street	112
TOTAL			1,143

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 LOCATIONS – FIRE
EXTINGUISHER INSPECTION, SERVICE, & MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-024-26

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 May 6, 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, Scope of Work, and all applicable laws and regulations for the sum listed below.

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

1. BASE BID – As specified in Scope of Work

BASIC SERVICES:

	Year 1 (Initial Term)	Year 2 (First Additional Term)	Year 3 (Second Additional Term)
<u>Inspect and Tag/Label per Unit</u>	\$	\$	\$

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:

Year 1 (Initial Term):

1,143 Fire Extinguishers x \$ _____ (per unit) = \$ _____

Allowance for Additional Services per Unit Pricing: \$ _____ 15,000.00

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

Year 2 (First Additional Term):

1,143 Fire Extinguishers x \$ _____ (per unit) = \$ _____

Allowance for Additional Services per Unit Pricing: \$ _____ 15,000.00

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

Year 3 (Second Additional Term):

1,143 Fire Extinguishers x \$ _____ (per unit) = \$ _____

Allowance for Additional Services per Unit Pricing: \$ _____ 15,000.00

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

Total Bid Amount (Year 1+ Year 2+ Year 3):

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

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

A total Allowance of Forty-Five-Thousand and 00/100 Dollars (\$45,000.00) will be established in the Contract to cover the cost of Additional Services in accordance with the Unit Prices listed below at the discretion of the City. Each year the Allowance will be Fifteen-Thousand and 00/100 Dollars (\$15,000.00). The Allowance shall be used for items of work not included under Basic Services in the Contract Documents per terms of the contract. All additional work under this section must be authorized by Building Service personnel, in writing, prior to ordering

materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, travel, overhead, profit, fees associated with work performed as “Additional Services”.

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 before commencing such Services.

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

Furnish and Install New Fire Extinguishers

Type	Year 1	Year 2	Year 3
5# ABC	\$	\$	\$
10# ABC	\$	\$	\$
20# ABC	\$	\$	\$
K Class	\$	\$	\$
Purple K Class	\$	\$	\$
5# CO ₂	\$	\$	\$
10# CO ₂	\$	\$	\$
15# CO ₂	\$	\$	\$
20# CO ₂	\$	\$	\$
2.5 Gallon H ₂ O	\$	\$	\$
5# Clean Agent	\$	\$	\$
10# Clean Agent	\$	\$	\$

Exchange and Install Fire Extinguisher Due to Maintenance – Pricing shall include recharge and all other services required for maintenance.

Type	Year 1	Year 2	Year 3
5# ABC	\$	\$	\$
10# ABC	\$	\$	\$
20# ABC	\$	\$	\$
K Class	\$	\$	\$
Purple K Class	\$	\$	\$
5# CO ₂	\$	\$	\$
10# CO ₂	\$	\$	\$
15# CO ₂	\$	\$	\$
20# CO ₂	\$	\$	\$
2.5 Gallon H ₂ O	\$	\$	\$
5# Clean Agent	\$	\$	\$
10# Clean Agent	\$	\$	\$

Exchange and Install Fire Extinguisher Due to Hydrostatic Maintenance – Pricing shall include recharge and all other services required for hydrostatic maintenance.

Type	Year 1	Year 2	Year 3
5# ABC	\$	\$	\$
10# ABC	\$	\$	\$
20# ABC	\$	\$	\$
K Class	\$	\$	\$
Purple K Class	\$	\$	\$
5# CO ₂	\$	\$	\$
10# CO ₂	\$	\$	\$
15# CO ₂	\$	\$	\$
20# CO ₂	\$	\$	\$
2.5 Gallon H ₂ O	\$	\$	\$
5# Clean Agent	\$	\$	\$
10# Clean Agent	\$	\$	\$

Hourly Rates: For any work requested outside the basic scope of services in the Base Bid or Additional Service:

- 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):
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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.
---	---	---

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
------------------	----------------------------------	--------------------------

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

SUBCONTRACTING AND MAJOR SUPPLIER PLAN

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

Contact Office of Supplier Diversity for
 questions on completing this form.
 Via email: Archnique.kidd@cityofmobile.org
 251.208.7967
 205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

E-mail: _____ Phone: _____



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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

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



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

	<p>INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.</p>
	<p>WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.</p>
	<p>COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.</p>
	<p>CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:</p> <ol style="list-style-type: none"> 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program. _____

END OF SECTION