SEALED BID

CITY OF MOBILE

BID SHEET

This is Not an Order

Do Not Return Via Email or Fax

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

Email Address

and correct invoice of competed order

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

Purchasing Department and Package Delivery:

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

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

Postal Service Does Not Deliver to This Street Address BEFORE BIDDING Typed by: Buyer: 005 Please quote the lowest price at which you will furnish the articles listed below BID NO. DEPARTMENT DATE Commodities to be deliverd F.O.B. Mobile to: 5911 10/25/2024 Various As Specified This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, November 15, 2024 Bid on this form ONLY. Make no changes on this form. Attach UNIT PRICE **EXTENSION ARTICLES** QUANTITY UNIT any additional information required to this form. Dollars Cents Dollars Cents EVENT RENTAL SERVICE FOR STAGES, LARGE LED VIDEO SCREENS, SOUND SYSTEM(S), AND LIGHTING FOR EVENTS Vendor to provide pricing for stages, large LED video screen, sound systems and/or lighting systems for City of Mobile events as per the following and attached specifications. Vendor to provide pricing for the provision of the above items to include set-up, takedown, and staff necessary to operate the above. All costs are to be included in your bid price. Pricing shall be provided on the following pages. Bidders must return <u>all</u> pages of this bid in a sealed envelope. Registration as a vendor and having a City of Mobile Business License will be required prior to award. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Page 1 of 2 **TOTAL** RETURN ONE SIGNED COPY OF THIS BID State delivery time within ____ days of receipt of P.O. IN ENCLOSED ENVELOPE Firm Name Phone Number ___

Signature ___

Type or Print Name

- 1. All quotations must be signed with the firm name and by an authorized officer or employee.
- 2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
- 3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
- 4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
- 5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
- 6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
- 7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
- 8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
- 9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
- 10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
- 11. Bids received after specified time will be returned un-opened.
- 12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
- 13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
- 14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
- 15. IF a bid bond is required in the published specifications, see below: Each bid shall be accompanied by a Cashier's Check, Certified Check, Bank Draft or Bid Bond for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
- 16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
- 17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
- 18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
- 19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
- 20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
- 21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
- 22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
- 23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page____ of____

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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name		
Ву		

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

CITY EVENT RENTAL SERVICES

A. GENERAL DESCRIPTION

1. The City of Mobile is seeking bids to provide staging, sound, lighting, and other associated equipment and services for upcoming city events in public outdoor venues in and around downtown Mobile. Selected contractors will work directly under the tasking of the City Senior Director, Events Department, or her designee, for all tasking.

B. AWARD PROCESS

- 1. Selection to provide services will be made on a "per-event" basis, and shall be made to the responsive and responsible bidder submitting the lowest overall pricing for providing described equipment and services for each of the events. The City will issue purchase orders incorporating the terms of this bid for each events.
- 2. Bidders must comply with all of the submission requirements to be eligible for bid award, to include timeliness and completeness (submission of all required documentation and signatures).
- 3. Questions regarding this Bid must be sent by email to Purchasing@CityofMobile.org.
- 4. The contents of this bid and any Addendum will be posted at www.CityofMobile.org/Bids.

C. CONTRACTOR QUALIFICATIONS

- 1. The high-profile nature of the events being supported requires assurance that selected bidder(s) have the experience, capacity, and performance history to provide the services required. Bid submissions will document these qualifications. The City may in its sole discretion make additional inquiries of the bidder, bidder's references, or use other information to evaluate a bidder's qualifications.
- 2. Successful bidders shall have the following qualifications:
- a. At least three-years of experience successfully providing outdoor event stage, lighting, and sound rentals for large (over 1,000 attendees) public events
 - b. Inventory of stages, lighting, and sound equipment in good condition.
 - c. Technical expertise to operate sound and lighting equipment.
 - d. Labor and equipment to proficiently perform set-up and take-downs.
 - e. Adequate insurance, permits and licensing.
 - f. No previous performance deficiencies for the City.
 - g. Ability to obtain a City business license.

D. PERFORMANCE AND SCOPE OF WORK

- 1. For all listed events below, Contractor will be required to:
- a. Provide the equipment specified in the locations on the dates, times, locations, and durations specified in the bid pricing detail sheet.
- b. Provide City a detailed plan for set up, operation, and take down of equipment at least 30-days prior to the event.
- c. Provide a crew lead for the event available on immediate availability for contract by the City Events Department and emergency responders.
- d. Set up not later than six hours prior to any event, unless otherwise agreed to for a particular event.
- e. Take down not later than twelve hours after the completion of any event, unless otherwise agreed to for a particular event.
 - f. Security for provided equipment.
 - g. Professional, qualified, and courteous uniformed staff.
- 2. City will provide.
- a. Site adequate for the equipment to be provided with access necessary for Contractor to provide services..
 - b. Power and water.
 - c. Event security.
- d. Detailed event schedule to include coordinating any changes, updates, cancellations, postponements or delays.
 - e. Liaison with performers and producers.
 - f. All displays and signage.
- 3. <u>Cancellations and Changes</u>. City may cancel any event 72-hours prior to an event with no compensation to Contractor or obligation to reschedule.
- a. Any significant changes to City-required equipment, timing, or staffing requirements will be subject to change fees mutually agreed upon between the City and Contractor. Should City and Contractor be unable to reach agreement, City may cancel event agreement with Contractor without payment obligations to Contractor.
- b. For cancellations between 72 and 48 hours, City will pay Contractor 20% of quoted pricing.

- c. For cancellations less than 48 hours before the event, City will pay Contractor 30% of quoted pricing.
- d. For postponement and rescheduling of events, at any time prior to the event, City will pay Contractor quoted pricing plus 10%, if Contractor is available at the rescheduled date. If unavailable, City may procure the services of another Contractor at no compensation to original Contractor.
- d. Contractor is responsible at all times for safety and security of Contractor's equipment. The City is not liable for any damage caused by spectators, power, weather, performers, or other acts or natural causes.
- e. Contractor will be liable for and indemnify the City for any harm causd by its equipment and services, to include harm to performers, event attendees, and City facilities.
- f. Contractor shall at all times provide equipment and services that meet general industry standards for provision of event staging, lighting, and sound services.
- 4. Contractor will comply with all applicable provisions of state and City laws concerning the work required, as well as policy decisions of the City of Mobile.
- 5. Contractor will maintain all necessary permits, rights of access, certifications, licenses, bonding, and insurance required by this contract and law.
- 6. All work will be performed only by Contractor or City-approved subcontractors. All Contractor and subcontractor crews must have <u>uniformed staff and identifiable</u> equipment.
- 7. <u>Communications</u>. Contractor shall maintain and provide to City a 24-hour-a-day contact number for after-hours emergencies. All teams will have adequate industry-standard communications equipment for teams to communicate with each other and with traffic control crews.
- 8. <u>Mishaps</u>. Contractor shall immediately report any mishaps or near-miss mishaps to the City that cause significant damage to persons, property, equipment, or infrastructure.
- 9. <u>Claims</u>. Contractor will indemnify and defend City of Mobile against all claims resulting from Contract's performance under the contract. Contractor will timely notify City of any private claims regarding Contractor's performance under this contract and will resolve all such claims to the reasonable satisfaction of the claimant.
- 10. <u>Insurance</u>. Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall provide evidence of coverage, when requested by the City, of a certificate of insurance issued by an agent licensed and

qualified to do business in the State of Alabama:

- a. <u>General Liability Insurance</u> public liability including premises, products and complete operations.
 - (1) Bodily injury liability: \$250,000 each person \$500,000 each occurrence
 - (2) Property damage liability \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)

- (3) Bodily injury and property damage combined: \$500,000 per occurrence
- b. <u>Comprehensive Automobile Liability Insurance</u> including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability: \$250,000 each person \$500,000 each occurrence
 - (2) Property damage liability \$100,000 each occurrence.

Or, (in lieu of (1) and (2) above)

- (3) Bodily injury and property damage combined: \$500,000 per occurrence
- c. <u>Worker's Compensation</u>. As required by statute.
- 11 <u>Indemnification</u>. The Contractor shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Contractor or the Contractor's agent, consultant under contract, or other entity for which Contractor is legally liable. Contractor shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's

liability, or in proportion to the extent Contractor participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Contractor to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

- 12. <u>Civil Rights</u>. 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.
- 13. Immigration. Contractor will comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.
- 14. <u>Boycotts</u>. Contractor may not be engaged in any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

E. TASKING

- 1. City will notify Contractor of its successful bid and will issue a Purchase Order to Contractor for each event referencing this bid and Contractor's quoted pricing.
- 2. City will provide an update to Contractor thirty days before each scheduled event to confirm event details and timing. Contractor will submit an event plan not later than 20 days before event date, to include equipment and personnel to support the event and details regarding assembly, security, operation, and take-down.
- 3. Contractor will meet with City Event coordinator on site prior to event to confirm set up.
- 4. Any cancellations or changes to the event will be made in writing. Changes affecting compensation amounts will not be effective until the City issuance of an amended or additional City Purchase Order to the Contractor. This especially applies to any changes in compensation agreed upon.
- 5. Upon completion of the event, City will inspect condition of site with Contractor to

document any damage caused by Contract and arrange Contractor remediation efforts.

F. INVOICING AND PAYMENT

- 1. <u>Invoicing</u>. Contractor shall invoice the City immediately upon successful completion of the event or compensated cancelation. Invoices shall be provided to the City Events Senior Director or her representative and shall reference the original purchase order, with an electronic copy to VendorInvoices@CityofMobile.org.
- 2. <u>Payment</u>. City will promptly review invoices for accuracy and compliance with work performance requirements.

G. BID SUBMISSION REQUIREMENTS

- 1. <u>Submission Date and Time</u>. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.
- 2. <u>Completeness</u>. Incomplete or inaccurate bids may result in disqualification at the discretion of the City.
- 3. <u>Items to be submitted</u>: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.
- a. <u>Documentation of Experience and Qualifications</u>. City must ensure Bidder has the qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, or request additional information to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:
 - 1. Basic information regarding company name, state of incorporation or organization, and key responsible persons.
 - 2. Information demonstrating at least three years of experience in providing stage, lighting and sound services for public events with greater than 1,000 attendees. Include at least two references.
 - 3. Inventory of equipment owned or accessible for use in providing contract services to the City.
 - 4. Other contractor qualifications and certifications you have that will demonstrate your qualifications and capacity to perform the work required.
 - b. Bid Sheet. Bidders must complete the bid amounts for each event listed as

total compensation expected to provide required equipment and services for the event.

c. <u>Signature and Certification of Acceptance of Bid Terms</u>. All Bidders must sign and date bid where indicated.

H. BID SELECTION PROCESS

- 1. <u>Selection</u>. City will select the lowest responsive and responsible Bid for each event. City reserves the right in its sole discretion to conduction additional inquiries, conduct interviews, or to reject all Bids.
- 2. <u>Contract</u>. City will issue Purchase Orders as contract documents to confirm Contractor selection to provide equipment and services for individual events.
- 3. <u>Cone of Silence</u>. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

I. BIDDER PRICING FORM

Provide all-inclusive pricing for the equipment and services listed for the events, to include all staffing, set up, security, support, and take down. Pricing will be considered fixed when bid. The City reserves the right work with a bid awardee to make reasonable limited adjustments to equipment, staffing, timing, or location upon mutual agreement with the bid awardee for that event.

Iron Bowl Watch Party - 11.30.24 - Mardi Gras Park

- Outdoor Screen:
 - o (1) 23'x13' HD LED Mobile trailer
 - o Sound system with audio mixer, wireless mic
 - o 55kw Generator
 - o Technician(s)

Price for this event only:	
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Dec. ArtWalk - 12.13.24 - 6-9 PM - Cathedral Square

- Video:
 - o (1) 12'x7' LED Video screen
 - o (1) 12' wide x 4'deep x 42" high stage riser to ground support screen
 - o Black skirting around the stage riser
- Sound System:
 - o Audio mixer
 - o (2) Powered 2-way speakers
 - o (2) Single 18" Sub speakers
 - o (1) wireless mics for announcements
 - o (1) 55kw Honda Generators
- Technician(s)
- Snow Machines:
 - o (4) Snow Machines (2 at entrance, 2 at N. Claiborne)

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<u>Dec. Roll Mobile – 12.13.24 – 6-9 PM - Bienville Square</u> 2025 Dates: 3.14.25 14, 5.9.25, & 9.12.25 – 6-9 PM

- 2 x EAW KF740 Line array speakers
- 12 x EAW KF740 Line array speakers
- 2 x PRX835 powered speakers for DJ
- 2 x Crown Amplifier racks
- 12 x LED Slim Pars lights
- 4 x stagehands
- 4 x Moving Lights
- Midas Audio console
- Technician(s)

Price f	for	this	event	only:	
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<u>Lighting of the Mardi Gras Tree/Brass Band Showcase - 1.11.25 - 6-8 PM - Mardi Gras Park</u>

- 20 x 16 x 4 stage with guardrails and stair unit
- Two applied Electronic 25' truss towers
- 16 x EAW KF740 line array speakers, flown 8 on each side from truss towers
- Midas M32 audio console
- 4 x stage monitors for bands
- All necessary microphones, mic stands, cabling, and power distribution
- 24 x cable ramps for snake run to front of house
- Audio technician and all necessary labor
- Honda Generator 55KW

Price for this event only:		
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<u>Kites Over Mobile/Spring Fling – 4.19.25 (10-5 PM) & 4.20.25 (Noon-5 PM)</u> <u>USS Alabama Battleship Park</u>

- 20 x 16 x 4 stage with guardrails and stair unit
- Two applied Electronic 25' truss towers
- 16 x EAW KF740 line array speakers, flown 8 on each side from truss towers
- Midas M32 audio console
- 4 x stage monitors for bands
- All necessary microphones, mic stands, cabling, and power distribution
- 24 x cable ramps for snake run to front of house
- Audio technician and all necessary labor
- Honda Generator 55KW

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Concerts - 5.9.25 & 8.23.24 - Pending Locations

- Apex 3224 Hydraulic Stage system with 32'x24' performance deck and PA fly bays
- 12 x EAW KF740 line array speakers (6 x flown per side)
- 8 x EAW SB1001 subs
- 2 x EAW KF394 near fills
- Midas M32 FOH and monitor consoles
- 6 x JBL stage monitor
- All necessary microphones, mic stands, cabling, and power distribution
- 12 x Chauvet Maverick Storm LED moving lights
- 6 x Chauvet Color Strike M
- 24 x cable ramps for snake run to front of house
- (1) 55kw Honda Generators
- Technician(s)

Total Price	for	BOTH	events:	
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Summer Drive-In Movies - 6.27.25 & 7.25.25 - Pending Location

- 16'x10' Mobile LED Trailer
- (1) 55kw Honda Generators
- Audio Mixer
- Sound System
- Wireless mic for announcements
- Technician(s)
- Stagehand for setup/teardown

Total Price	for	BOTH	events:	
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4th of July Celebration - 7.4.25 - 5-9 PM - USS Alabama Battleship Park

- Apex 3224 Hydraulic Stage System with 32'x24' performance deck, 8x8 drum riser and PA fly bays
- 12 x EAW KF740 line array speakers (6 x flown per side)
- 8 x EAW SB1001 subs
- 2 x EAW KF394 near fills
- Midas M32 front of house and monitor
- Consoles 6 x JBL Stage monitor.
- All necessary microphones, mic stands, cabling, and power distribution
- 12 x Chauvet Maverick Storm LED moving lights
- 6 x Chauvet Color Strike M
- Chamsys MQ70 Lighting console
- DF50 hazer
- Cabling and power distribution for lighting
- Technician(s)

Price	for	this	event	only	v:		
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PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE <u>any and all ADDENDUMS</u> that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department <u>before</u> the date and time of the bid opening.

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

Be sure to sign your bid!

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

(Request First Delivery)