



**BID No. 037-21  
JANITORIAL SERVICES FOR CITY BUILDINGS**

**Public Works**

**CITY OF FAIRHOPE, ALABAMA**

**Sherry Sullivan  
Mayor**

**Jack Burrell  
Council President**

**CITY OF FAIRHOPE**

**BID 037-21 Janitorial Services for City Buildings**

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**ADVERTISEMENT FOR BIDS**  
**INVITATION TO BID**

**Sealed bids** will be received by the City of Fairhope (hereinafter called "City") at the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 10:00 A.M. Thursday August 12, 2021, and thereafter the same will be publicly opened, for performing all services required by the following project:

**BID No. 037-21 JANITORIAL SERVICES FOR CITY BUILDINGS**

This project consists of providing janitorial services at the following City facilities:

1. **City Hall/ Council Chambers**, 161 North Section Street, Fairhope, AL
2. **City Services and Public Utilities Building**, 555 South Section Street, Fairhope, AL
3. **Utilities Buildings (Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office)**, 555 South Section Street, Fairhope, AL
4. **Mechanic Shop**, 560 South Section Street, Fairhope, AL
5. **Fairhope Museum of History**, 24 North Section St, Fairhope, AL
6. **Elevator/Stairwell Parking Garage**, 8 North Church Street, Fairhope, AL

All bids must be on blank forms provided in the specifications.

A cashier's check drawn on an Alabama Bank or a Bidder's Bond, payable to City of Fairhope, Alabama, for the amount of ten thousand dollars (\$10,000), shall be filed with the proposal, the Bidder's Bond being prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama. In addition, the contractor must furnish to the City at the time of the signing of the contract a Certificate of Insurance coverage as described in the specifications.

Out of state corporations shall furnish a certificate of authority to transact business in Alabama. Out of state limited liability companies shall provide proof of registration to transact business in this state.

A copy of the complete bid specifications may be obtained from the Purchasing Department by emailing [deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov) or [purchasing@fairhopeal.gov](mailto:purchasing@fairhopeal.gov) , or by downloading it from the City's webpage at <https://www.fairhopeal.gov/departments/purchasing/bids>.

Bids are invited from all qualified respondents. The City of Fairhope is an Equal Opportunity Employer. All minority business enterprises (MBE) and disadvantaged business enterprises (DBE) are encouraged to submit a bid. Submittals will not be accepted or considered after the deadline for receipt of the requested submittal. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

No bid shall be withdrawn for a period of Thirty (30) days subsequent to the opening of bids without the consent of the City. The Award will be made within 30 days, unless otherwise notified.

A **mandatory pre-bid conference** will be held on **Wednesday August 4, 2021**, at 10 A.M. CST **at the City Services and Utilities Building located at 555 S. Section Street, Fairhope, AL**. All contractors not having a representative at this meeting will be disqualified from bidding on this project.

## OVERVIEW

The City of Fairhope is soliciting bids in order to identify businesses qualified to provide janitorial services at the following City facilities:

1. **City Hall/ Council Chambers**, 161 North Section Street, Fairhope, AL
2. **City Services and Public Utilities Building**, 555 South Section Street, Fairhope, AL
3. **Utilities Buildings (Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office)**, 555 South Section Street, Fairhope, AL
4. **Mechanic Shop**, 560 South Section Street, Fairhope, AL
5. **Fairhope Museum of History**, 24 North Section St, Fairhope, AL
6. **Elevator/Stairwell Parking Garage**, 8 North Church Street, Fairhope, AL

This Invitation to Bid is designed for those interested in creating a contractual relationship with the City of Fairhope to provide janitorial services at the aforementioned City of Fairhope facilities. The selected Service Contractor will be required to provide janitorial services to the aforementioned facilities according to the terms and conditions as outlined in the City's Service Agreement (the "Agreement").

# INSTRUCTIONS TO BIDDERS

## 1.0 GENERAL REQUIREMENTS

- 1.1 The City of Fairhope will not furnish any labor, material or supplies unless specifically stated in the Contract documents. CONTRACTOR must be properly licensed to perform the work as outlined in the Scope of Work. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to or (upon) bid being awarded. Where required by State law, State of Alabama CONTRACTOR'S license is required.
- 1.2 All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by posting to the City of Fairhope website: [www.fairhopeal.gov](http://www.fairhopeal.gov), and posted on the City of Fairhope Warehouse bulletin board located at 555 S. Section St., Fairhope, AL. It is the responsibility of the bidder to obtain any addenda and verify that all addenda have been received.
- 1.3 The bidder shall be required to file with his or her proposal either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the City of Fairhope for an amount not less than five percent (5%) of the awarding authority's estimated cost or of the CONTRACTOR'S bid, but in no event more than ten thousand dollars (\$10,000).
- 1.4 The bidder to whom award is made shall provide a Performance Bond equal to 100% (percent) of the Contract amount.
- 1.5 Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident CONTRACTORS on the same basis as the non-resident bidder's state awards contracts to Alabama CONTRACTORS bidding under similar circumstances. Therefore, non-resident bidders shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-residents bidder's state of domicile as to preferences granted by the state to entities doing business in that state when letting public contracts.
- 1.6 Signed resolution disposition is required before award of contract.

## 2.0 PROPOSAL SUBMISSION AND PREPARATION

- 2.1 Sealed bids, signed, executed, and dated will be received by the City of Fairhope as noted herein. The bid shall be enclosed in a sealed opaque envelope approximately 9X12 inches or larger, clearly identified on the outside as a **SEALED PROPOSAL with Bidder's Name and Number, Bidder's Name and Address, and opening time and date**. When sent by mail, or courier service, the sealed envelope containing the proposal, marked as indicated above, shall be enclosed in another envelope for mailing.
- 2.2 Forms furnished, or copies thereof, shall be used in strict compliance with the requirements of the Bid, these instructions, and the instructions printed on the forms as necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in.

- 2.3 Fill in all blanks on the Bid Form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the bidder.
- 2.4 The Bid Form may have a Contingency Allowance listed. If so, add this amount to the Bid Base to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the CONTRACTOR without the written authorization of the Owner. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the Owner.
- 2.5 Each bid must give the full business address of the bidder and must be signed by him / her with his / her usual signature. Bids by partnerships must furnish the full names of all names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person who affixes to this signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the proposal of the individual signing. When requested by the City of Fairhope, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- 2.6 Each project will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is, bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same. Alternate bids will not be considered unless requested. Bidders are to provide with their bid, a reference list to include name / address / phone number.
- 2.7 Bids may be withdrawn by written or telegraphic request received from the bidder prior to the time fixed for opening. No bid shall be withdrawn for a period of THIRTY (30) days subsequent to the opening of bid without the consent of the City Council of the City of Fairhope.
- 2.8 The CONTRACTOR agrees to perform the work within the time stated in the Bid Response Form. The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.
- 2.9 If more than one proposal is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such proposals may be rejected. A party who has quoted prices on materials to a proposal is not thereby disqualified from quoting prices to other proposers or from submitting a bid directly for the materials or work. The City reserves the right to determine in its discretion whether the provisions of this clause have been violated by any proposer.
- 2.10 Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Manager may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least seventy-two (72) hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in

specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

### **3.0 ERRORS / REJECTION OF PROPOSAL**

- 3.1 Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the City. The City may waive any minor irregularities and may reject any or all proposals. Bids received after the deadline will be returned to the proposer unopened.
- 3.2 Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk. In case of error, in the extension of prices the unit price will govern.
- 3.3 Contact initiated by a potential bidder with a City official will be only as specifically set out in this invitation. Any other contact with a City official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such other contract, at the discretion of the City of Fairhope. All questions regarding the contents of this bid should be directed to the Purchasing Manager.
- 3.4 If there is any reason for believing that collusion exists among the bidders, any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City.
- 3.5 The City of Fairhope reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgement of the City, in a position to perform the Contract.

### **4.0 PROPOSAL ACCEPTANCE / AWARD OF CONTRACT**

- 4.1 Bids with the lowest Total Bid amount from a responsive and responsible bidder may be accepted if within the contract budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bid accepted by the owner shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.
- 4.2 The bid to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented for signature. **Note: This project may be ordered by issuance of a Purchase Order.**
- 4.3 Limitations: The CONTRACTOR shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portions of the contract, his right, title, or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City, and such written consent shall not be construed to relieve the CONTRACTOR of any

responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the CONTRACTOR shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by sub-contract may be deducted from the total contract amount before computing the amount of work required to be performed by the CONTRACTOR with his own organization.

- 4.4 Sub-contractor's Status: A Sub-CONTRACTOR shall be recognized only in the capacity of an employee or agent of the CONTRACTOR and the CONTRACTOR will be responsible to the City for all of the sub-contractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.
- 4.5 The CONTRACTOR shall commence work within 10 days of issuance of the *Notice to Proceed* (NTP), or as otherwise directed in writing. The time of completion for all work shall be seven (7) weeks.
- 4.6 The CONTRACTOR will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the City in an amount not less than the estimated event cost for any and / or all events within ten (10) days of receiving the Notice to Proceed. The cost of said bond premiums will not be an additional cost to the city.
- 4.7 The CONTRACTOR shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City. He shall provide sufficient satisfactory materials, labor, and equipment, to ensure that the work will be completed in a satisfactory manner within the time specified in the contract.
- 4.8 Should the CONTRACTOR fail to maintain a satisfactory rate of progress, the City may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.
- 4.9 Should the Contract fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the City may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

## **5.0 PROSECUTION OF WORK**

- 5.1 The Contractor shall commence work within ten (10) days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing. The time of completion for all work shall be seven (7) weeks.
- 5.2 The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract / Purchase Order.
- 5.3 Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at any level.



- 5.4 Should the Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

## **6.0 PACKAGING AND DELIVERY**

- 6.1 Deliver bid items to the City of Fairhope Warehouse located at 555 S. Section St., Fairhope, AL 36532 or other designated city site, maintaining product in proper state, undamaged.
- 6.2 At point of delivery, awarded vendor will present an itemized delivery ticket with the Purchase Order Number clearly referenced thereon, to City of Fairhope receiving personnel for signing.
- 6.3 F.O.B. City of Fairhope, as directed.
- 6.4 Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
- 6.5 If applicable, all titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the Owner approved delivery location.
- 6.6 The bidder shall give the City at least 24 hours' notice (weekends and holidays excluded) prior to delivery on site.

## **7.0 PAYMENT**

- 7.1 Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope  
Accounts Payable Department  
P.O. Drawer 429  
Fairhope, AL 36533  
[ap@fairhopeal.gov](mailto:ap@fairhopeal.gov)

- 7.2 All invoices must reference appropriate Purchase Order Numbers and / or Contract Number, Project Number, etc.
- 7.3 All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

## **GENERAL CONDITIONS**

- GENERAL REQUIREMENTS:

- A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Agreement between the City of Fairhope and the Service Contractor (hereinafter called the "Agreement") and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to the execution of the Agreement, other documents listed in the Agreement and any Modifications issued after the execution of the Agreement. A Modification is a written Amendment to the Agreement signed by both parties.
  - B. The Agreement: The Contract Documents form the Contract for Services. The sample Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only by written Modification.
  - C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other materials, labor, equipment and services provided or to be provided the Service Contractor to fulfill the Service Contractor's obligations.
  - D. The Bidding and Contract Requirements: The Bidding and Contract Requirements are part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
  - E. The Specifications: The Specification are part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
  - F. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- THE OWNER:  
The "Owner" is the City of Fairhope, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number.
  - THE SERVICE CONTRACTOR:
    - A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Fairhope and the State of Alabama as required. The Service Contractor shall designate in writing a representative who have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
    - B. The Service Contractor shall perform the Work in accordance with the Contract Documents.
    - C. Execution of the Agreement by the Service Contractor shall constitute a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed, and correlated personal observation with requirements of the Contract Documents.
    - D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
    - E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other services necessary for proper execution and completion of the Work.
    - F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

- G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
  - H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Agreement and legally required at the time the bids are received or negotiations concluded.
  - I. The Service Contractor shall confine operations at the site to areas permitted by the City of Fairhope and shall not unreasonably encumber the site with materials or equipment.
  - J. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.
  - K. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Fairhope, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, or loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
  - L. Additionally, the City of Fairhope reserves the rights to have any of the Service Contractor's employees removed, barred, and/or restricted from City facilities and request the immediate replacement as needed during the term of this Agreement.
- CHANGES IN THE WORK:
    - A. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by written modification (amendment) based upon agreement between the City and Service Contractor.
    - B. Changes in the work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.
- SCHEDULE:

The date of the commencement of the Agreement is upon a notice to proceed being issued by the City and shall extend for a period of one (1) year. No work shall commence, and no materials shall be ordered before this date. Unless written notice is given by either party, the contract is intended to include a provision to have the term automatically renew for two (2) one-year terms.
- PAYMENTS:

- A. CONTRACT SUM: The Contract Sum is in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of Work under the Contract Documents.
- B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Agreement as follows:
  - a. Payments shall be made on a monthly basis, for completed work as specified.
  - b. Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values and payments shall be made in accordance with accepted Schedule of Values listed in the Contract Documents.

- SAFETY:

- A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement.
- B. The Service Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
  - a. employees on the Work and other persons who may be affected hereby;
  - b. the Work and materials and equipment to be incorporated therein;
  - c. other property at the site of adjacent thereto.
- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 14 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F. In an emergency affecting safety or persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury, or loss.

- INSURANCE:

The Service Contractor shall not commence work under this contract until all insurance described below has been obtained, certificate listing the City as an additional insured, and such insurance has been approved by City of Fairhope. Premiums for all insurance policies required shall be the responsibility of the Service Contractor. Bidder should submit current insurance coverages with Invitation to Bid submittal.

❖ Minimum policy limits are as follows:

- General Liability Aggregate - \$2,000,000 minimum
- Each Occurrence - \$1,000,000 minimum

- Automobile Liability - \$1,000,000 minimum
  - Workers Compensation-Statutory amount & coverage as required by state law, Employer's Liability - \$1,000,000 minimum
  - ❖ The following items should be listed in "Description of Operations" section of the certificate:
    - City of Fairhope listed as ***Additional Insured***
    - ***the box next to the term "Certificate Holder" must be marked***
    - Agree to hold City harmless and waive right of subrogation
  - ❖ Description of the applicable project/work performed for insurance coverage clarification
    - ***In addition, the company name you list on the Certificate must be the same company name on the invoice billed to the City and on the check issued by the City. Listing a D/B/A on the Certificate is acceptable.***
    - Contractor is responsible for any deductible clause in policy.
- MISCELLANEOUS PROVISIONS:
  - A. The Agreement shall be governed by the laws of the State of Alabama.
  - B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
  - C. No assignment of the Agreement shall be made without the written permission of Surety providing bonding and the City of Fairhope.
  - D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
  - E. No action of failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
  - F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
  - G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
  - H. On all jobs with the City of Fairhope, a city business license is required. Bidders may obtain information on licensing by contacting the City Revenue Department, 161 North Section Street, Fairhope, AL or calling (251) 990-0190.
  - I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination which requires, that all contractors performing work for the City of Fairhope not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same. Also, City of Fairhope encourages the Service Contractor make every reasonable effort to assure a portion of the work performed under contract be awarded to *qualified* small, minority and women business enterprises.
  - J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the City of Fairhope sales tax), and shall comply with all laws, regulations, and codes applicable to the site on which the Work is to be performed.
  - K. All work performed shall be in conformance with the appropriate codes of the City of Fairhope.
  - L. The laws of the State of Alabama apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

- TERMINATION OR SUSPENSION OF THE CONTRACT:
  - A. The owner may terminate the Agreement for cause if the Service Contractor:
    - a. fails to perform service in a satisfactory manner; or
    - b. repeatedly refuses or fails to supply properly skilled workers or proper equipment of materials; or
    - c. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
    - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
  - B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days written notice, withhold payments and terminate the Agreement.
  - C. The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause upon thirty (30) days written notice.
  - D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.
  
- CLAIMS AND DISPUTES:
  - A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim.
  - B. Claims by either the Owner or Service Contractor must be initiated with twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
  - C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
  - D. Claims, disputes, or other matters in controversy arising out of or related to the Agreement shall be subject to litigation.

## SCOPE OF SERVICES

### SCOPE OF SERVICES:

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and maintain the janitorial services at the following City of Fairhope locations:

1. **City Hall/ Council Chambers**, 161 North Section Street, Fairhope, AL
2. **City Services and Public Utilities Building**, 555 South Section Street, Fairhope, AL
3. **Utilities Buildings (Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office)**, 555 South Section Street, Fairhope, AL
4. **Mechanic Shop**, 560 South Section Street, Fairhope, AL
5. **Fairhope Museum of History**, 24 North Section St, Fairhope, AL
6. **Elevator/Stairwell Parking Garage**, 8 North Church Street, Fairhope, AL

### GENERAL REQUIREMENTS:

1. The Service Contractor will coordinate all work with the City of Fairhope and give adequate notice.
2. The Service Contractor shall furnish adequate personnel to perform the specified work and shall allow sufficient time to properly do the work (i.e., Service Contractor must not cut work short if overtime pay is required to complete all tasks satisfactorily). This contract does NOT allow for overtime unless otherwise specified in writing.
3. Sufficient supervision and inspections shall be provided to ensure that work is satisfactorily performed.
4. Service Contractor employees must be carefully screened, trained, and supervised by Service Contractor and when working, employees shall be neat in appearance and have proper company identification on their persons.
5. Service Contractor employees shall not use personal telephones, radios, televisions, or other electronic devices while on duty.
6. Service Contractor employees shall turn on lights only while cleaning and only in the area being cleaned unless otherwise specified. All lights (except those designated by the City of Fairhope) shall be turned off when cleaning is complete.
7. Service Contractor employees shall use all means necessary to protect floors, walls, and furnishings from damage caused by the Service Contractor equipment and cleaning materials.
8. If Service Contractor causes damages to any of the City of Fairhope's property in the course of work, Service Contractor shall immediately notify the City of Fairhope and shall have all repairs or replacements made at no cost to the City of Fairhope.
9. Service Contractor will coordinate time, building access and other conditions necessary for cleaning with the City of Fairhope.
10. Service Contractor shall provide all equipment necessary to perform the work as described in this section, including but not limited to: clean mop heads, vacuum cleaners, carts, rags, toilet bowl brushes, extension poles, gloves, personal protective equipment, training, etc.
11. Vendor) shall provide all chemical cleaners, additives and cleaning solutions, along with all can liners. Service Contractor **will** provide weekly inventory list on all necessary items.
12. In the event of discrepancies, immediately notify the City of Fairhope and do not proceed with cleaning until all discrepancies have been fully resolved.
13. All areas shall be cleaned according to these specifications and at the time and frequencies designated.

14. No invoices for buildings shall be approved for payment if areas are not properly cleaned. The Service Contractor shall increase cleaning to whatever degree may be found appropriate and subject to approval of the City of Fairhope. Follow-up shall be continued as long as the problem persists.
15. Do not disturb items on desks, tables, chairs, etc. unless otherwise specified in writing. If there are items on the floor, contact the City of Fairhope for direction.
16. All surfaces designated shall be dusted with clean cloths, dusters, brushes, etc. Any surface with fingerprints, dirt, markings, etc. shall be cleaned with a clean damp cloth and the appropriate cleaners.
17. All telephones shall be cleaned and sanitized with clean cloths and disinfectant for bacteria, germs, and odor.
18. All drinking fountains, containers, toilet partitions/fixtures etc. shall be cleaned, sanitized and disinfected with the appropriate cleanser, if applicable, using standardized methods/procedures for cleaning.
19. Remove fingerprints, spots, dirt, etc. from furniture, doors, frames, etc. and shall be cleaned, sanitized and disinfected with the appropriate cleanser, if applicable, using standardized methods/procedures for cleaning.
20. Clean all glass, (interior only) with glass cleaner using standardized methods/procedures for cleaning.
21. All non-carpeted flooring shall be mopped clean with clean water and the vendor provided cleanser using standardized methods/procedures for cleaning. Floors shall be polished to maintain protective coating.
22. All carpeted areas of the City of Fairhope buildings shall be thoroughly vacuumed using a commercial vacuum cleaner with a roller brush/brush roll in all areas. All paper, rubbish, visible dirt, stains, etc. shall be removed. Remove all light furniture and vacuum thorough and around the heavy furniture.
23. The City of Fairhope reserves the right to have any Service Contractor's personnel removed, relocated, and/or barred for any City of Fairhope location at any time. Service Contractor will replace the employee immediately upon notification by the City of Fairhope.
24. Disposal of chemicals and waste material shall be performed in accordance with the Clean Water Act; the Alabama Water Pollution Control act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas. All wastewater with oils, grease, etc. shall be properly contained and disposed of. It cannot be directed into the storm drains. The Service Contractor must:
  - a. Provide protection and conduct janitorial services in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - b. Comply with City of Fairhope and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable discharges.
  - c. Obtain any necessary permits that may be required due to discharges.



SPECIFIC REQUIREMENTS:

The Scope of Work at each of the facilities is included in Exhibit A. Monthly cleaning shall be defined as the second Wednesday of the month during non-business hours. Daily cleaning shall be defined as Monday through Friday during non-business hours. Three times a week cleaning shall be defined as Monday, Wednesday, and Friday during non-business hours.

ADDITIONAL SERVICES:

The City of Fairhope may, during the term of the Agreement, request Additional Services not listed above or for special events. Service Contractor shall supply all the labor, materials, insurance, tools, equipment and supplies as requested and bill as listed under UNIT PRICING in the Agreement. All requests for Additional Services will be placed through the Service Contract Administrator or designee.

Cleaning areas:

<b>Area</b>	<b>Frequency</b>	<b>Estimated Square footage</b>
<b>City Hall/Council Chambers</b>	5 Nights/ Week	1,300
<b>City Services and Public Utilities Building</b>	5 Nights / Week	8,296
<b>Public Works Offices Utility Building</b>	3 Nights / Week	1,200
<b>Gas Department Utility Building</b>	3 Nights / Week	640
<b>Water Department Utility Building</b>	3 Nights / Week	54
<b>Electric Department Utility Building</b>	3 Nights / Week	120
<b>Purchasing Warehouse/Supply Office</b>	3 Nights / Week	921
<b>Mechanic Shop</b>	5 Nights/Week	850
<b>Fairhope Museum of History</b>	3 Nights / Week	5,790
<b>Parking Garage: Stairwell / Elevator</b>	3 Nights/Week	500

# EXHIBIT A

## DETAIL SCOPE OF SERVICES BY LOCATION: City of Fairhope, City Hall 161 North Section Street, Fairhope, AL

### Restrooms

#### ***Frequency: Daily***

1. Clean and sanitize all fixtures and countertops.
2. Clean and sanitize all toilets, stall walls and surrounding areas.
3. Clean and sanitize shower stalls (If applicable).
4. Clean mirrors as needed.
5. Empty wastebaskets and containers including changing liners.
6. Transport trash to designated area.
7. Restock dispensers including soap and paper products as needed.

### Kitchen and Breakroom Areas

#### ***Frequency: Daily***

1. Clean and sanitize all countertops and sinks.
2. Empty wastebaskets and containers including changing liners.
3. Transport trash to designated area.
4. Clean fingerprints and smudges around light switches and doors.

### Offices and Common Areas

#### ***Frequency: Daily***

1. Empty wastebaskets including changing liners.
2. Transport trash to designated areas.
3. Clean and sanitize drinking fountains.
4. Clean fingerprints and smudges around light switches and doors.

#### ***Frequency: Daily***

1. Wipe doors and hardware.
2. Dust office furniture (Papers on desk are not to be disturbed).
3. Dust windowsills and surrounding areas.

#### ***Frequency: Monthly***

1. High dust above hand height all horizontal surfaces, including shelves, moldings and ledges.
2. Remove dust and cobwebs from ceiling areas.

### All Non- Carpeted Floors

#### ***Frequency: Daily***

1. Dust mop or sweep.

#### ***Frequency: Three Times Weekly***

1. Damp mop all non-carpeted floors.

### All Carpeted Areas

#### ***Frequency: Daily***

1. Vacuum entire carpeted areas or as needed.

### Stairways and Halls

#### ***Frequency: Daily***

1. Dust mop or sweep steps.

## EXHIBIT A (Continued)

### DETAIL SCOPE OF SERVICES BY LOCATION: City Services and Public Utilities Building 555 South Section Street, Fairhope, AL

#### Restrooms

##### **Frequency: Daily**

1. Clean and sanitize all fixtures and countertops.
2. Clean and sanitize all toilets, stall walls and surrounding areas.
3. Clean and sanitize shower stalls (If applicable).
4. Clean mirrors as needed.
5. Empty wastebaskets and containers including changing liners.
6. Transport trash to designated area.
7. Restock dispensers including soap and paper products as needed.

#### Kitchen and Breakroom Areas

##### **Frequency: Daily**

1. Clean and sanitize all countertops and sinks.
2. Empty wastebaskets and containers including changing liners.
3. Transport trash to designated area.
4. Clean fingerprints and smudges around light switches and doors.

#### Offices and Common Areas

##### **Frequency: Daily**

5. Empty wastebaskets including changing liners.
6. Transport trash to designated areas.
7. Clean and sanitize drinking fountains.
8. Clean fingerprints and smudges around light switches and doors.

##### **Frequency: Daily**

4. Wipe doors and hardware.
5. Dust office furniture (Papers on desk are not to be disturbed).
6. Dust windowsills and surrounding areas.

##### **Frequency: Monthly**

3. High dust above hand height all horizontal surfaces, including shelves, moldings and ledges.
4. Remove dust and cobwebs from ceiling areas.

#### All Non- Carpeted Floors

##### **Frequency: Daily**

2. Dust mop or sweep.

##### **Frequency: Three Times Weekly**

2. Damp mop all non-carpeted floors.

#### All Carpeted Areas

##### **Frequency: Daily**

2. Vacuum entire carpeted areas or as needed.

#### Halls

##### **Frequency: Daily**

2. Dust mop or sweep steps.

## EXHIBIT A (Continued)

**DETAIL SCOPE OF SERVICES BY LOCATION: Utilities Buildings**  
**(Gas Department, Water Department, Electric**  
**Department, and Purchasing Warehouse/Supply**  
**Office)**  
**555 South Section Street, Fairhope, AL**

### Restrooms

**Frequency: Daily**

1. Clean and sanitize all fixtures and countertops.
2. Clean and sanitize all toilets, stall walls and surrounding areas.
3. Clean and sanitize shower stalls (If applicable).
4. Clean mirrors as needed.
5. Empty wastebaskets and containers including changing liners.
6. Transport trash to designated area.
7. Restock dispensers including soap and paper products as needed.

### Kitchen and Breakroom Areas

**Frequency: Daily**

1. Clean and sanitize all countertops and sinks.
2. Empty wastebaskets and containers including changing liners.
3. Transport trash to designated area.
4. Clean fingerprints and smudges around light switches and doors.

### Offices and Common Areas

**Frequency: Daily**

9. Empty wastebaskets including changing liners.
10. Transport trash to designated areas.
11. Clean and sanitize drinking fountains.
12. Clean fingerprints and smudges around light switches and doors.

**Frequency: Daily**

7. Wipe doors and hardware.
8. Dust office furniture (Papers on desk are not to be disturbed).
9. Dust windowsills and surrounding areas.

**Frequency: Monthly**

5. High dust above hand height all horizontal surfaces, including shelves, moldings and ledges.
6. Remove dust and cobwebs from ceiling areas.

### All Non- Carpeted Floors

**Frequency: Daily**

3. Dust mop or sweep.

**Frequency: Three Times Weekly**

3. Damp mop all non-carpeted floors.

### All Carpeted Areas

**Frequency: Daily**

3. Vacuum entire carpeted areas or as needed.

### Halls

**Frequency: Daily**

3. Dust mop or sweep steps.

## **EXHIBIT A (Continued)**

### **DETAIL SCOPE OF SERVICES BY LOCATION: Mechanic Shop**

**560 South Section Street, Fairhope, AL**

#### **Restrooms**

##### ***Frequency: Daily***

1. Clean and sanitize all fixtures.
2. Clean and sanitize all countertops.
3. Clean and sanitize all toilets, stall walls and surrounding areas.
4. Clean mirrors as needed.
5. Empty wastebaskets and containers including changing liners.
6. Transport trash to designated area.
7. Restock dispensers including soap and paper products as needed.

#### **Offices and Common Areas**

##### ***Frequency: Daily***

1. Empty wastebaskets including changing liners.
2. Transport trash to designated areas.
3. Wipe doors and fixtures.
4. Clean and sanitize drinking fountains.
5. Clean fingerprints and smudges around light switches and doors.

##### ***Frequency: Daily***

1. Dust office furniture (Papers on desk are not to be disturbed).
2. Dust window sills and surrounding areas.

##### ***Frequency: Monthly***

1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas

#### **All Non- Carpeted Floors**

##### ***Frequency: Daily***

1. Dust mop or sweep.

##### ***Frequency: Three Times Weekly***

1. Damp mop all non-carpeted floors.

#### **All Carpeted Areas**

##### ***Frequency: Daily***

1. Vacuum entire carpeted areas or as needed.

## **EXHIBIT A (Continued)**

### **DETAIL SCOPE OF SERVICES BY LOCATION: Fairhope Museum of History 24 North Section Street, Fairhope, AL**

#### **Restrooms**

##### ***Frequency: Three Times Weekly***

1. Clean and sanitize all fixtures and all countertops.
2. Clean and sanitize all toilets, stall walls and surrounding areas.
3. Clean mirrors as needed.
4. Empty wastebaskets and containers including changing liners.
5. Transport trash to designated area.
6. Restock dispensers including soap and paper products as needed.

#### **Kitchen and Breakroom Areas**

##### ***Frequency: Three Times Weekly***

1. Clean and sanitize all countertops and surfaces.
2. Clean and sanitize sinks.
3. Empty wastebaskets and containers including changing liners.
4. Transport trash to designated area.
5. Clean fingerprints and smudges around light switches and doors.

#### **Offices and Common Areas**

##### ***Frequency: Three Times Weekly***

1. Empty wastebaskets including changing liners.
2. Transport trash to designated areas.
3. Wipe doors and fixtures.
4. Clean and sanitize drinking fountains.
5. Clean fingerprints and smudges around light switches and doors.

##### ***Frequency: Three Times Weekly***

1. Dust office furniture (Papers on desk are not to be disturbed).
2. Dust windowsills and surrounding areas.

##### ***Frequency: Monthly***

1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas

#### **All Non- Carpeted Floors**

##### ***Frequency: Three Times Weekly***

1. Dust mop or sweep.
2. Damp mop.

#### **All Carpeted Areas**

##### ***Frequency: Three Times Weekly***

1. Vacuum carpeted areas.

#### **Stairways and Halls**

##### ***Frequency: Three Times Weekly***

1. Dust mop or sweep steps.

##### ***Frequency: Three Times Weekly***

1. Damp mop steps.

#### **Elevator**

##### ***Frequency: Frequency: Three Times Weekly***

1. Damp mop floor.
2. Damp clean walls and railings.

## **EXHIBIT A (Continued)**

### **DETAIL SCOPE OF SERVICES BY LOCATION: Elevator/Stairwell Parking Garage 8 North Church Street, Fairhope, AL**

#### **Stairways and Halls**

***Frequency: Three Times Weekly***

1. Dust mop or sweep steps.

***Frequency: Three Times Weekly***

1. Damp mop steps.

#### **Elevator**

***Frequency: Three Times Weekly***

1. Damp mop floor.
2. Damp clean walls and railings.

## Service Contractor References

***Bidders shall include this form completed in its entirety with its Bid.***

The following information is required from all Bidders so all statements of qualification may be reviewed and properly evaluated. In evaluating Bidders, City will consider the qualifications of Bidders. The City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The City may disqualify Bidders that have had prior demands placed on a bid bond, payment bond, or performance bond within the last five years prior to the date of this bid submission. City may disqualify Bidders that have prior or existing litigation arising from allegations regarding the quality of work performed on any contract within the last five years prior to the date of this bid submission. If the Agreement is to be awarded, City will award the Agreement to the Bidder whose Bid is in the best interests of the Project.

PLEASE LIST Three (3) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

<b>Business Reference #1</b>		
Name of Organization:		
Contact Person:		
Address:		
City:	State:	Zip:
Describe the business relationship:		
<b>Business Reference #2</b>		
Name of Organization:		
Contact Person:		
Address:		
City:	State:	Zip:
Describe the business relationship:		
<b>Business Reference #3</b>		
Name of Organization:		
Contact Person:		
Address:		
City:	State:	Zip:
Describe the business relationship:		



## Signature Submittal–Disclosure Information

*Bidders shall include this form completed in its entirety with its Bid.*

**1. DISCLOSURE INFORMATION.** Bidder shall disclose any possible conflict of interest with the City of Fairhope, including, but not limited to, any relationship with any City of Fairhope employee. Bidder response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fairhope employee or elected City of Fairhope official. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/bid to be eligible for consideration.

**Please check one of the following two options, as it appropriately applies to your firm:**

\_\_\_\_\_ 1) NO KNOWN RELATIONSHIP EXISTS

\_\_\_\_\_ 2) RELATIONSHIP EXISTS

(Please explain): \_\_\_\_\_

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

**2. PRIMARY CONTACT INFORMATION.** At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE:** Each Bidder shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

**3. ACKNOWLEDGEMENT OF ADDENDA.** Acknowledge receipt of addenda for this invitation to bid, Invitation to Bid, or request for qualification by signing and dating below. All addenda are hereby made a part of the bid or Invitation to Bid documents to the same extent as though it were originally included therein. Bidders/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Bidder to disqualification.

**No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled with the Invitation to Bid document name as well as the name and address of the firm. All bids shall be submitted in accordance with the attached City of Fairhope specifications and bid documents attached hereto. Each Bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid or statements of qualification that violates or conflicts with state, local, or federal laws, ordinances, or policies will be rejected.**

THE BIDDER ACKNOWLEDGES WITH THE SUBMISSION OF A BID THAT HE/SHE HAS REVIEWED THE TERMS AND CONDITIONS OF THIS BID AND ACCEPTS THEM. BID SHEETS MUST BE SIGNED BY COMPANY OWNER OR AUTHORIZED PERSONNEL AND NOTARIZED. ALL BIDS MUST BE RECEIVED IN PERSON OR BY MAIL:

**City of Fairhope, Purchasing  
555 S Section Street  
Fairhope, AL**

## BID COST FORM

*Bidders shall include this form completed in its entirety with its Bid.*

**Location: City Hall/ Council Chambers, 161 North Section Street, Fairhope, AL**

**(1,300 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_

Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas

Waxing of floors for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Location: City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL**

**(8,296 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_

Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas

Waxing of floors for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Location: Utilities Buildings (Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office), 555 South Section Street, Fairhope, AL**

**(2,935 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_

Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas

Waxing of floors for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Mechanic Shop, 560 South Section Street, Fairhope, AL**

**(850 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_

Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas

Waxing of floors for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Fairhope Museum of History, 24 North Section St, Fairhope, AL**

**(6,290 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_

Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas

Waxing of floors for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Elevator/Stairwell Parking Garage, 8 North Church Street, Fairhope, AL**

**(500 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_

**Bid shall include all applicable cost and be provided in whole dollar amounts with no cents.**

**UNIT PRICES** – for additional services outside the basic scope of services not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): \$ \_\_\_\_\_ per hour
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$ \_\_\_\_\_ per hour
- C. Overtime Holidays (City Holidays): \$ \_\_\_\_\_ per hour

The date of the commencement of the Agreement is upon a notice to proceed being issued by the City and shall extend for a period of one (1) year. No work shall commence, and no materials shall be ordered before this date. Unless written notice is given by either party, the contract is intended to include a provision to have the term automatically renew for two (2) one-year terms.

**\*The City of Fairhope reserves the right to add, remove and modify services, as needed during the Term of this Agreement. Workers Comp insurance coverage is required for this contract.**

If there are any deviations to the contract and scope of work, please denote it as such in your bid and indicate where exceptions are being taken. The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

<u>ADDENDUM NO</u>	<u>DATE ISSUED</u>	<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>
_____	_____	_____	_____
_____	_____	_____	_____

Each proposal must give the full business address of the proposer and must be signed by him / her with his / her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Proposals by Corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A proposal by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the proposer of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your Request for Proposal, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. as described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

**Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:  
By signing this Contract, \_\_\_\_\_ represents and**

**COMPANY NAME**

**agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing  
business with a jurisdiction with which the State of Alabama can enjoy open trade**

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**IF INDIVIDUAL**

\_\_\_\_\_, DBA, \_\_\_\_\_  
SIGNATURE of Individual Bidder Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Primary E-mail Address

\_\_\_\_\_  
FCC License No. (Required proof of Certification of Alabama Public Service Commission should be attached to this Bid Response)

\_\_\_\_\_  
AL General Contractor License No. (Attach Copy)

\_\_\_\_\_  
AL General Contractor License Major Categories

\_\_\_\_\_  
AL General Contractor Specialties

\_\_\_\_\_  
AL Foreign Corporation Entity ID (Required of Out of State Vendors)

**IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE**

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Print Name of Representative Authorized to Sign  
Contracts for the firm

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Signature of Representative Authorized to Sign  
Contracts for the firm

\_\_\_\_\_  
Print Name(s) of Others if a Partnership

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Primary E-mail Address \_\_\_\_\_

FCC License No. (Required proof of Certification of Alabama Public Service Commission should be attached to this Bid Response) \_\_\_\_\_

AL General Contractor License No. (Attach Copy) \_\_\_\_\_

AL General Contractor License Major Categories \_\_\_\_\_

AL General Contractor Specialties \_\_\_\_\_

AL Foreign Corporation Entity ID (Required of Out of State Vendors) \_\_\_\_\_

**NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

I, the undersigned authority in and for said State and County, hereby certify that \_\_\_\_\_

Name of Bid Signer

As \_\_\_\_\_ respectively \_\_\_\_\_

Title

Company Name

Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**Business Organization**

Name of Bidder (exactly as it appears on W-9): \_\_\_\_\_

Doing-Business-As Name of bidder: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Form of Business Entity** [check one ("X")]

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other describe): \_\_\_\_\_

**Corporation Statement**

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_

The Corporation is held:

Publicly \_\_\_\_\_

Privately \_\_\_\_\_

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

The Corporation is held:

General \_\_\_\_\_

Limited \_\_\_\_\_

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement Recorded:

Yes \_\_\_\_\_

No \_\_\_\_\_

Primary Contact \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address \_\_\_\_\_

## BID BOND

The PRINCIPAL (Proposer's name and address):

The OWNER (Name and Principal place of business):

City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533

The BID No. for which the Principal's Proposal is submitted (Bid Name as it appears in the Bid Documents):

### **Bid No. 037-21 Janitorial Services for City Buildings**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00). THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principal (Company)

ATTEST

\_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Surety Company

SURETY ATTEST

\_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title



**PERFORMANCE BOND**

KNOW ALL MEN: That we \_\_\_\_\_  
Insert here the name & address of legal title of the CONTRACTOR

\_\_\_\_\_ hereinafter called the Principal,  
and

\_\_\_\_\_ and \_\_\_\_\_

hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope, hereinafter called the Owner in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated \_\_\_\_/\_\_\_\_/\_\_\_\_ entered into a contract with the Owner for: **Bid No. 37-21 Janitorial Services for City Buildings** which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_ DBA, \_\_\_\_\_  
SIGNATURE of Individual Bidder Business Name

\_\_\_\_\_  
Business Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

## E-Verify / Immigration Law Compliance

The City of Fairhope, AL is required to comply with the provisions of the new Alabama Immigration Law. Compliance requirements for all cities in the State of Alabama became effective January 1, 2012 and updated in July 2012. The requirements flow down to all contractors, vendors under Bid Contract and grantees doing business with the City of Fairhope and are employing one or more employee(s) in the State of Alabama. If you are awarded a contract with the City of Fairhope, AL, awarded incentives or grants, or if you wish to continue to do business with the City of Fairhope, AL under a current contract and wish to receive funds from the City of Fairhope, AL you must complete and submit the following within 10 business days:

If your organization/entity does NOT employ one or more employees in the State of Alabama, please complete Part I of the attached form stating such along with a W-9:

1. Submit an updated W-9 Form (attached)
2. Status of Immigration Law Compliance (PART I only, attached)

If your organization/entity DOES employ one or more employee(s) in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (attached)
2. Proof of enrollment in E-Verify for Immigration Law Compliance:

**An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU).** To enroll in E-Verify, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portalsite/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once ALL of the steps to enroll are completed, a signed copy of your MOU that includes your E-Verify assigned Company ID Number will be available for you to export.

If you have SUBCONTRACTORS, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Proof of Immigration Law Compliance Form. You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. *You are not required to submit the subcontractor proof to the City of Fairhope, AL. However, the City reserves the right to request evidence of your subcontractors' compliance at any time.*

These requirements are a condition for doing business with the City of Fairhope, AL and for receiving any funds from the City of Fairhope, AL. **MAINTAIN COPIES OF ALL DOCUMENTS FOR AUDIT PURPOSES.**

If you DO NOT employ one or more employee(s) in the State of Alabama, submit an updated W-9 and complete PART I of the attached Proof of Immigration Compliance Form. If you DO employ one or more employee(s) in the State of Alabama, please submit the required proof of enrollment and W-9 Form as identified on the previous page. Please submit the requested documentation to the City of Fairhope, AL's address below:

City of Fairhope, AL

## PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq. of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).

NOTE: signature page is considered proof of enrollment.

PART I-(Complete if you do NOT employ one or more employees in  
Alabama) State of \_\_\_\_\_  
County of \_\_\_\_\_

I certify in my capacity as \_\_\_\_\_ (your position) for \_\_\_\_\_  
(Name of contractor or grantee) that Contractor or Grantee does not employ one or more employees in  
the State of Alabama. I further certify that should my status change- and I am required to comply that I will  
submit all required documents to the City of Fairhope, AL. I have read the E-Verify Requirements and swear  
and affirm that it is true and correct.

\_\_\_\_\_  
Authorized Signature

# CITY OF FAIRHOPE

## STANDARD TERMS & CONDITIONS

### 1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the OWNER and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the OWNER. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the OWNER and CONTRACTOR. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

### 2. ACCEPTANCE OF WORK

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

### 3. ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record and posted to the City of Fairhope website [www.fairhopeal.gov](http://www.fairhopeal.gov). It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

### 4. ADDITIONAL ORDERS

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

### 5. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

### 6. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement

/Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

### 7. ASSURANCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

### 8. AWARD CONSIDERATION

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

### 9. AWARD OR REJECTION OF BIDS

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

### 10. BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

### 11. BID AND PERFORMANCE SECURITY

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been Approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

### 12. BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

### **13. BUSINESS LICENSE**

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

### **14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE**

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

### **15. CERTIFICATION PURSUANT TO ACT NO. 2006-557**

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted, and contract executed shall contain a certification that the vendor, CONTRACTOR, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

### **Office of the Secretary of State**

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at <http://www.sos.state.al.us/downloads/dl1.cfm>.

### **16. COST OF REMEDYING DEFECTS**

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

### **17. DELIVERY OF BID**

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, AL, unless otherwise specified.

### **18. DELIVERY**

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

### **19. ENVIRONMENTAL REQUIREMENTS**

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

### **20. EQUIPMENT DEMONSTRATION**

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

### **21. EQUIPMENT ELECTRICAL CERTIFICATION**

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by

Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

## **22. ERRORS IN BID**

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

## **23. FORCE MAJEURE**

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

## **24. HAZARDOUS AND TOXIC SUBSTANCES**

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

## **25. INDEMNITY**

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Sub-contractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded

vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

## **26. INSPECTION**

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

## **27. INSPECTION OF PREMISES**

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any sub-contractors assigned to the Contract / Agreement / Purchase Order.

## **28. INSURANCE**

If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

## **29. INVITATION TO BID**

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

## **30. INVOICING, DELIVERY, PACKAGING**

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for

at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

### **31. LABELING**

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

### **32. LOSS OR DAMAGE IN TRANSIT**

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the

shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

### **33. MANDATORY SITE VISIT**

If the RFQ / ITB / RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

### **34 MONITORING OF SERVICES**

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

### **35. NON-CONFORMING MERCHANDISE**

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

### **36. NON-DISCRIMINATION**

The City of Fairhope is an Equal Opportunity Employer and requires that all CONTRACTORS comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

### **37. NON-EXCLUSIVE**

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract / Agreement / Purchase Order between the parties.

### **38. NOTIFICATION AND ACCIDENT REPORTS**

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

### **39. PACKAGING**

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

### **40. PATENTS**

Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

### **41. PAYMENT**

Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope  
Accounts Payable Department  
P.O. Drawer 429  
Fairhope, Al. 36533  
[ap@fairhopeal.gov](mailto:ap@fairhopeal.gov)

All invoices must reference appropriate Purchase Order Numbers  
Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

#### **42. PAYMENT WITHHELD**

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled

#### **43. PRODUCT TESTING**

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

#### **44. PERMITS LICENSES AND CERTIFICATES**

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

#### **45. PREPARATION OF BID**

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

#### **46. QUESTIONS / CONTACT**

Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

#### **47. RECEIPT BY CITY OF FAIRHOPE**

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

#### **48. REJECTION OF BIDS**

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City

of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, unauthorized alteration of the bid form.

#### **50. RIGHT TO AUDIT**

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

#### **51. SAMPLES**

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

#### **52. SAFETY MEASURES**

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

#### **53. SET-UP AND INSTALLATION**

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

#### **54. SPILL CLEAN UP**

The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs

#### **55. SUBSTITUTIONS**

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

#### **56. TABULATION**

Bid results are posted on The City of Fairhope's web site: [www.fairhopeal.gov](http://www.fairhopeal.gov). The awarded vendor will be sent a written notification via mail.



**57. TAXES**

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

**58. TERMINATION FOR CONVENIENCE**

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

**59. TERMINATION FOR DEFAULT**

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

**60. TERMINATION FOR NON-APPROPRIATION**

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

**61. TIME IS OF THE ESSENCE**

The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

**62. TITLE**

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

**63. VENDOR LIST**

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

**64. WARRANTY**

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and

workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

**65. IMMIGRATION LAW**

The CONTRACTOR agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

## **SAMPLE FORMS**

# Sample Contract

THIS SERVICE CONTRACTOR AGREEMENT (this "Agreement") is made and entered into by and between the City of Fairhope, a municipal corporation of the State of Alabama (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Service Contractor"). The City and Service Contractor are sometimes referred to individually as a "Party" and collectively as the "Parties." Upon and in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE 1. Statement of Work Performed:

In strict accordance with the Contract Documents as listed in Article 6, the Service Contractor shall furnish all labor, material, tools, equipment, and supplies and perform all work required to provide janitorial services, at the following locations:

1. **City Hall/ Council Chambers**, 161 North Section Street, Fairhope, AL
2. **City Services and Public Utilities Building**, 555 South Section Street, Fairhope, AL
3. **Utilities Buildings (Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office)**, 555 South Section Street, Fairhope, AL
4. **Mechanic Shop**, 560 South Section Street, Fairhope, AL
5. **Fairhope Museum of History**, 24 North Section St, Fairhope, AL
6. **Elevator/Stairwell Parking Garage**, 8 North Church Street, Fairhope, AL

## ARTICLE 2. Terms of Conditions:

This work shall commence on \_\_\_\_\_, and continue for one year. Upon agreement of both parties, this Agreement shall automatically renew for each of two (2) consecutive one-year terms.

## ARTICLE 3. Contract Sum:

The City shall pay the Service Contractor for the term of the Agreement and each of the two additional terms if exercised, subject to additions and deductions provided herein, in current funds, the sum as follows:

**Location: City Hall/ Council Chambers**, 161 North Section Street, Fairhope, AL

**(1,300 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_  
Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas  
Waxing of floors for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Location: City Services and Public Utilities Building**, 555 South Section Street, Fairhope, AL

**(8,296 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_  
Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas  
Waxing of floors for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Location: Utilities Buildings (Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office), 555 South Section Street, Fairhope, AL**  
**(2,935 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_  
Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas  
Waxing of floors for contract term -\$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Mechanic Shop, 560 South Section Street, Fairhope, AL**  
**(850 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_  
Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas  
Waxing of floors for contract term -\$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Fairhope Museum of History, 24 North Section St, Fairhope, AL**  
**(6,290 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_  
Carpet Cleaning for contract term - \$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building carpeted areas  
Waxing of floors for contract term -\$ \_\_\_\_\_/SqFt Total-\$ \_\_\_\_\_/Total Building tiled areas

**Elevator/Stairwell Parking Garage, 8 North Church Street, Fairhope, AL**  
**(500 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)**

Initial Term: \$ \_\_\_\_\_/month x 12 months = \$ \_\_\_\_\_

**UNIT PRICES** – for additional services outside the basic scope of services not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): \$ \_\_\_\_\_ per hour
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$ \_\_\_\_\_ per hour
- C. Overtime Holidays (City Holidays): \$ \_\_\_\_\_ per hour

The date of the commencement of the Agreement is upon a notice to proceed being issued by the City and shall extend for a period of one (1) year. No work shall commence, and no materials shall be ordered before this date. Unless written notice is given by either party, the contract is intended to include a provision to have the term automatically renew for two (2) one-year terms.

**\*The City of Fairhope reserves the right to add, remove and modify services, as needed during the Term of this Agreement. Workers Comp insurance coverage is required for this contract.**

#### **ARTICLE 4. Payments:**

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

- A. Payments shall be made on a monthly basis in twelve (12) equal installments, for completed work as specified.
- B. Original invoices shall be mailed to City of Fairhope upon which they will be reviewed by the Service Contractor Administrator for review and approval.

Accounts Payable Department  
P.O. Drawer 429  
Fairhope, AL 36533  
[ap@fairhopeal.gov](mailto:ap@fairhopeal.gov)

#### **ARTICLE 5. Termination of the Contract:**

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

The Owner shall not make payment to the Service Contractor for any profit or damages resulting from terminating the Agreement.

#### **ARTICLE 6. Contract Documents:**

The contract documents consist of the Agreement, General Conditions of the Contract, and the Specification (all of which are bound in the Bid Document), Addenda issued prior to the execution of the Agreement, the Service Contractor's proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Agreement as if attached to this Agreement or repeated herein.

#### **ARTICLE 7. Insurance:**

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

- ❖ Minimum policy limits are as follows:
  - General Liability Aggregate - \$2,000,000 minimum
  - Each Occurrence - \$1,000,000 minimum
  - Automobile Liability - \$1,000,000 minimum
  - Workers Compensation-Statutory amount & coverage as required by state law, Employer's Liability - \$1,000,000 minimum
- ❖ The following items should be listed in "Description of Operations" section of the certificate:
  - City of Fairhope listed as *Additional Insured*
  - *the box next to the term "Certificate Holder" must be marked*
  - Agree to hold City harmless and waive right of subrogation
- ❖ Description of the applicable project/work performed for insurance coverage clarification
  - *In addition, the company name you list on the Certificate must be the same company name on the invoice billed to the City and on the check issued by the City. Listing a D/B/A on the Certificate is acceptable.*
  - Contractor is responsible for any deductible clause in policy.

## **ARTICLE 8. Miscellaneous Provisions:**

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

**Indemnification.** The Contractor shall indemnify and hold harmless City of Fairhope and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable. In any and all claims against City of Fairhope or any of their agents or employees, by any employee of the Contractor, directly or indirectly employed by him/her, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Bidder or under the Workers' Compensation Acts, Disability Benefits Acts or other employee benefits acts.

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

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

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

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

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

**Assignments.** The Service Contractor shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without written consent of City of Fairhope. In case the Contractor assigns all or any part of any monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens

of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this Agreement.

**Open Trade:** Service Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. (Ala. Code § 41-16-5)

**IN WITNESS WHEREOF, the Parties, or their duly authorized officers, have executed this agreement the day and date first written above.**

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

By: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

Mayor

\_\_\_\_\_

Business Address

ATTEST:

\_\_\_\_\_

City Clerk

**Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.**

\_\_\_\_\_

Notary Public

Date Signed: \_\_\_\_\_

