

# **CONTRACT DOCUMENTS**

## **BID FORM AND SPECIFICATIONS**

**Bid No. 021-10**

**JANITORIAL SERVICES  
for  
Public Works Department**

### **CITY OF FAIRHOPE**

**Lonnie L. Mixon, City Council President  
Timothy M. Kant, Mayor**

**Set No. \_\_\_\_\_**

**Bid Posted: 12-30-10**

**Bids opening: 01-19-11**

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**CITY OF FAIRHOPE  
BID ADVERTISEMENT**

**December 29, 2010**

**Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00 P.M. January 19, 2011, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:**

**Bid Number 021-10, JANITORIAL SERVICES**

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail or faxed to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, AL 36532, e-mail: [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com) , fax number: 251-990-0125, Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank bid response forms provided in the Bid Documents. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to the City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

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 Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **"Sealed Bid" with Item Name, Bid Number, City of Fairhope's Name and Address and Bidder's Name and Address.** Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance and General Liability Insurance specifying coverage must accompany this bid packet. See specifications for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Daniel P. Ames,  
Purchasing Manager

Posted 12-30-2010

## ITEM I

### INVITATION AND INSTRUCTIONS TO BIDDERS

1.00 BID INVITATION

Notice is hereby given that the City of Fairhope ("Owner") will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.

1.01 BID NO.: **021-10**

BID NAME: **Janitorial Services**

FOR: **Public Works Department**

1.02 SUMMARY:

In the attached Scope of Work.

1.03 BID DEADLINE

Bids will be received until 2:00 p.m. local time, Wednesday, January 19, 2011, by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Alabama, and publicly opened thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained at the Fairhope Public Utilities Bldg, 555 S. Section St., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

1.05 INQUIRIES

Direct questions to the Purchasing Manager, Dan Ames via email at [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com). The phone number for Dan Ames is 251-990-0119.

1.06 **MISCELLANEOUS**

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 commencing work. Where required by State Law, State Contractor's license is required.

1.07 BID SECURITY

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a

cashier's check payable to the City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

1.08 PERFORMANCE ASSURANCE AND INSURANCE

The bidder to whom award is made shall provide a Performance Bond equal to 100% of the Contract Amount and a Labor and Material Bond equal to 50% of the contract amount.

The accepted Bidder shall also provide insurance as required in section 1.19.

1.09 DURATION OF OFFER

Bids may be withdrawn in written (mailed or faxed) requests received from 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 bids without the consent of the Fairhope City Council.

1.10 EQUAL OPPORTUNITY

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 Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

1.11 BID SUBMISSION AND PREPARATION

Sealed Bids, signed, executed, and dated, will be received by the City of Fairhope as noted in section 1.03 above.

Submit one copy of the executed offer on the Bid Response Form provided, signed, and with the required Bid Security. The bid shall be enclosed in a sealed opaque envelope approximately 9x12 inches or larger, clearly noted on the outside of the envelope as a **SEALED BID** with **BID NAME, BID NUMBER, CITY OF FAIRHOPE AND ADDRESS, BIDDER'S NAME AND ADDRESS, AND IF REQUIRED, BIDDER'S CONTRACTOR'S LICENSE NUMBER.**

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is 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.

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.

The Bid Response Form may have a Contingency Allowance listed. Add this amount to the Base Bid 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 City of Fairhope. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the City of Fairhope.

Each bid must give the full business address of the bidder and must be signed by bidder with his/her usual signature. Bids 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. 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 shall also be typed or printed below the signature. A bid 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 bid 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.

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.

**1.12 BID INELIGIBILITY**

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the City of Fairhope. The City of Fairhope reserves the right to waive any irregularities and may reject any or all bids.

Bids received after the deadline will be returned to the bidder unopened.

**1.13 CONTRACT TIME**

The Contractor agrees to perform the work within the time stated in the Bid Form. The bidder, in submitting an offer, accepts the conditions of the contract period stated for performing the work.

**1.14 INQUIRIES/ADDENDA**

Questions or comments pertaining to this bid must be presented in writing, sent via email to the attention of the Purchasing Manager, Dan Ames at, [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com) no later than twenty four (24) hours prior to the bid opening or will be forever waived.

Phone number: 251-990-0199

Address: City of Fairhope, Purchasing Department, 555 S. Section St., Fairhope, AL 36532.

All Addenda are part of the Contract Documents. Include resultant costs in the bid. Addenda will be issued by FAX and/or Email to all plan holders on records. It is the responsibility of the bidder to verify that all addenda have been received.

#### 1.15 BID ACCEPTANCE

Bid with 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 Bids accepted by the City of Fairhope shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.

#### 1.16 BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid 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 bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The City of Fairhope reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.

#### 1.17 ERRORS IN BIDS

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.

#### 1.18 CONTRACT AND BOND

The bidder 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 fifteen (15) days after the required forms are presented to him for signature.

#### 1.19 INSURANCE REQUIREMENTS

Contractor, at its sole expense, shall obtain and maintain in full force insurance as listed under the contract to protect the Contractor and the City of Fairhope at limits and coverages specified herein. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City of Fairhope. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the Library for prior approval.

**NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE CITY OF FAIRHOPE.**

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements as set forth in the contract must be provided to and accepted by the Library **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the City of Fairhope.

1.20 COLLUSION

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 of Fairhope.

1.21 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion 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 of Fairhope, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

1.22 PROSECUTION OF WORK

The Contractor shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the City of Fairhope or as otherwise directed in writing.

The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City of Fairhope. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City of Fairhope



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.

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 City of Fairhope may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

## **ITEM II**

### **CITY OF FAIRHOPE, ALABAMA STANDARD TERMS AND CONDITIONS**

#### **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.

#### **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.

#### **ADDENDA**

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX or Email to all Bidders on record, and posted to the City of Fairhope website [www.cofairhope.com](http://www.cofairhope.com). 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

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

### **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.

### **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.

### **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.

### **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.

### **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>.

### **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.

### **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.

#### **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
- c) Name and address of the chemical manufacturer, importer, or other responsible party

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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 attorneys 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, Subcontractors, 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.

### **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.

### **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 subcontractors assigned to the Contract / Agreement / Purchase Order.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **NONCONFORMING 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.

### **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.

### **NON EXCLUSIVE**

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

### **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.

### **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.

### **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. Box 429  
Fairhope, Al. 36533

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.

#### **PAYMENT WITHHELD**

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

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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 the expiration of the Contract / Agreement / Purchase Order.

#### **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.

**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.

#### **TABULATION**

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

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.



**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.

**ITEM III**

**BID RESPONSE FORM**

**Bid No.: 021-10**

**Bid Name: Janitorial Services**

Base bid will include all labor, materials, equipment, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The owner agrees to provide the following materials: NONE

Bid Duration: One (1) year from signing date of contract, with the option to renew bid or contract for up to two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in written agreement to renewing the bid or contract.

The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope

<b><u>FACILITY NAME</u></b>	<b><u>PHYSICAL ADDRESS</u></b>	<b><u>BID PRICE/MONTH</u></b>
City Services/Public Utilities (Clean 5 days per week)	555 S. Section Street	_____
Fairhope City Hall (Clean 5 days per week)	161 N. Section Street	_____
Fairhope Museum of History (Clean 5 days per week)	24 N. Section Street	_____
Fairhope Welcome Center (Clean 5 days per week)	20 N. Section Street	_____
Quail Creek Golf Pro Shop/Clubhouse (Clean 7 days per week)	19841 Quail Creek Drive	_____
James P. Nix Senior Center (Clean 5 days per week)	1 Bayou Drive	_____
Fairhope Recreation Center (Clean 7 days per week)	803 North Greeno Road	_____

\_\_\_\_\_  
(Individual principals sign here)

\_\_\_\_\_  
(Company Name of Contractor)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_

\_\_\_\_\_

( ) \_\_\_\_\_  
(Phone Number)

( ) \_\_\_\_\_  
(Fax Number)

BY: \_\_\_\_\_  
(Contractor's Representative)

ITS: \_\_\_\_\_  
(Representative's Title)

**GENERAL CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**CONTRACTOR'S STATE OF ALABAMA  
FOREIGN VENDOR REGISTRATION  
NUMBER (Required of out-of-state-vendors):** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

The Undersigned has read the proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

\_\_\_\_\_  
Name and Title of Person Signing Signature

\_\_\_\_\_  
Telephone Number Facsimile Number

**ITEM IV**

**PERFORMANCE BOND**

KNOW ALL MEN: That we \_\_\_\_\_  
(Insert here the name & address of legal title of the Contractor)  
\_\_\_\_\_ hereinafter called the Principal, and

\_\_\_\_\_  
(Insert here the name and address of legal title of one or more sureties)  
\_\_\_\_\_ 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: **Janitorial Services** 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 there under 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.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Individual principals sign here)

\_\_\_\_\_  
(Company Name of Contractor)

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
(Contractor's Representative)

ITS: \_\_\_\_\_  
(Representative's Title)

**GENERAL CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**CONTRACTOR'S STATE OF ALABAMA  
FOREIGN VENDOR REGISTRATION  
NUMBER (Required of out-of-state-vendors):** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(Surety Sign Here)

\_\_\_\_\_  
**WITNESS:**

**LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are held and firmly bound  
unto said City of Fairhope hereinafter called the Obligee, in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves,  
our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated  
\_\_\_\_\_ 20\_\_\_\_. (Hereinafter called the Contract) for **Janitorial Services** which Contract  
and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and  
all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said  
Principal and of such subcontractors shall promptly make payments to all persons supplying him or them  
with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any  
amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys' fees  
incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in  
connection with the said contract, then the above obligation shall be void; otherwise to remain in full force  
and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution  
of the work provided for in said Contract shall have a direct right to action against the Principal and Surety  
on this bond, which right of action shall be asserted in a  
proceeding, instituted in the County in which the work provided for in said Contract is to be performed  
or in any County in which said Principal or Surety does business. Such right of action shall be  
asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and  
benefit against the Principal and Surety or either of them (but not later than one year after the final  
settlement of said Contract falls due) in which action such claim or claims shall be adjusted and  
judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the City of Fairhope or their successors or  
representatives as the agent of each of them to receive and accept services of process or other pleading  
issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the  
same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under  
Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any  
suit, action or proceeding thereon that is instituted later than one year after the final settlement of said  
contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved  
February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public  
works and suits thereon".

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Individual principals sign here)

\_\_\_\_\_  
(Company Name of Contractor)

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
(Contractor's Representative)

ITS: \_\_\_\_\_  
(Representative's Title)

**GENERAL CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**CONTRACTOR'S STATE OF ALABAMA  
FOREIGN VENDOR REGISTRATION  
NUMBER (Required of out-of-state-vendors):** \_\_\_\_\_

BY: \_\_\_\_\_  
(Surety Sign Here)

\_\_\_\_\_  
WITNESS:





(d) Owner's Protective Liability:

---

(Each Occurrence)  
(Bodily Injury)

(Each Occurrence)  
(Property Damage)

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above-designated policies, specimen copies of which have been filed with the City of Fairhope, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said City of Fairhope, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said City of Fairhope to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said City of Fairhope to which the policy applies.
3. That it will mail to the City of Fairhope, three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the fulfillment of the contract WORK of said City of Fairhope which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the City of Fairhope at the same time that notice thereof is given to the insured.
4. That it will mail to the City of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the City of Fairhope.

---

Insurer

BY: \_\_\_\_\_  
Authorized Representative

**ITEM VI**

**CONTRACT**

This **CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Fairhope (hereinafter "**OWNER**") and \_\_\_\_\_ (hereinafter "**CONTRACTOR**"), on the **WORK: Janitorial Services.**

**The Owner and Contractor agree as set forth below:**

**1. Term of Agreement**

- a. The term of the agreement shall be for a period of ONE (1) Year from \_\_\_\_\_ to \_\_\_\_\_, with the option to renew bid or contract for up to two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in written agreement to renewing the bid or contract.

**2. Compensation**

- a. The Owner is to be invoiced on a monthly basis, in arrears, for payment of each monthly maintenance routine.
- b. The Contractor agrees to charge, and the Owner agrees to pay, the monthly fee of \_\_\_\_\_ for a term of ONE (1) Year from the commencement date of this Agreement, for the required monthly maintenance routine.
- c. Any work not covered by the Scope of Work of the Janitorial Services Contract shall be billed at the Contractor's bid "Preferential Rate" for this project.

	<b>Helper</b>	<b>Custodian</b>	<b>Supervisor</b>	
<b>BID PREFERENTIAL RATE PER HOUR</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	

**3. Payment Withheld**

- a. The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of:
  - i. Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of this Agreement.
  - ii. The Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Contract sum.
  - iii. Claims filed or reasonable evidence indicating probable filing of claims.
  - iv. Failure of the Contractor to make payments properly to Subcontractors for material or labor.

- v. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
  - vi. Damage to the building, or another contractor or another contractor's work.
- b. When the above grounds are removed, payment shall be made for the amount withheld because of them. The Contractor waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

#### 4. General Conditions

- a. **Indemnity:** The Contractor hereby agrees to indemnify and save harmless the Owner, 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 attorneys 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, to the extent caused by a negligent act or omission of the Contractor, their agents, servants, employees, Subcontractors, or others associated with the Contractor. The Contractor shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the Contractor.
- b. **Notification and Accident Reports:** In the event of accidents of any kind, the Contractor shall notify the Owner immediately and furnish, without delay, copies of all such accident reports to the Owner. If in the performance of their Work, the Contractor fails to immediately report an accident to the Owner, of which the Contractor has knowledge of and which results in a fine levied against the Owner then the Contractor shall be responsible for all fines levied against the Owner.

#### 5. Termination of Agreement

- a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the Owner, in whole or in part, in writing, whenever the Owner determines that the Contractor has failed to meet the requirements of this Agreement.
- b. **Termination for Convenience:** The Owner has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform work referenced herein. In such event, payment of the monthly Contract fee shall cease on the date of cancellation of the Contract by the Owner.

#### 6. Warranty

- a. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work, the Contractor shall at the Owner's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the Owner, or refund to the Owner the charge paid by the Owner, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of Work provided by other Contractors.
- b. All equipment and materials provided by the Contractor shall be merchantable and for the purpose intended, and meet the all industry quality standards.

#### 7. Time of Completion

- a. The Owner and Contractor understand and agree that time is of the essence in the performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time



- f. Copies of insurance policies must be submitted to Owner.

## **9. Acceptance of Work**

- a. The Owner will be deemed to have accepted the Work after the Owner agrees the Work is completed. In the event Work furnished under the Contract is found to be defective or does not conform to the intent of the Contract, the Contractor shall, within thirty (30) days from receipt of notice from the Owner, correct the deficiencies. Failure on the part of the Contractor to properly correct the deficiencies within the time period allowed will constitute the Owner's right to cancel the Contract immediately, upon written notice to the Contractor.

## **10. Correction of Work**

- a. The Contractor shall promptly correct all Work rejected by the Owner as faulty, defective or failing to conform to the Contract, whether observed before or after completion of the Work. The Contractor shall bear all costs of correcting such rejected Work.

## **11. Right to Audit**

- a. The Contractor shall maintain documentation of all work performed. The Contractor shall make any and all documentation available to the Owner at all reasonable times, for inspections and audit by the Owner, during the entire term of the Contract, and for a period of Three (3) years after the expiration of this Contract.

## **12. Intermittent Problems**

- a. Intermittent problems are to be considered a single call-back until the problem is fixed.

## **13. Time is of the Essence**

- a. The Owner and Contractor agree that time is of the essence in the performance of Work called for under this Contract. The Contractor 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.

## **14. Safety Measures**

- a. The Contractor shall take all necessary precautions for the safety of the Owner's and Contractor'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 Contractor shall post signs warning against hazards in and around the Work site.

## **15. Extra Work and Associated Costs**

- a. Changes in the Work: The Owner, without invalidating the Contract, may order changes in the Work within the general scope of this Contract, consisting of additions, deletions, or other revision, the Contract price and time for execution of the Work being adjusted accordingly.
- b. All such changes in the Work shall be authorized by a written Amendment to the Contract or a separate Change Order and shall be executed under the applicable conditions of the Contract.

## **16. Familiarity with the Work**

- a. The Contractor, by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Contract by the Contractor serves as his stated commitment to fulfill all requirements and conditions referred to in this Contract.

## **17. Scope of Work & Specifications – Please see Section VII**

**18. Miscellaneous Provisions**

- a. The Contractor shall not employ Subcontractors without the express written permission of the Owner.
- b. The Contractor shall not assign the Contract or sublet it as a whole without the express written permission of the Owner. The Contractor shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the contract, or sublet it as a whole, without the consent of the Contractor.
- c. No waiver, alteration, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner and Contractor.
- d. The Contractor 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 this Contract.
- e. The Contractor shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the Contractor fails to clean up the Work site, the Owner will complete the task and charge the Contractor for such services.
- f. This Contract is considered a non-exclusive Agreement between the parties.
- g. This Contract is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the Contract shall be heard in the Courts of Baldwin County, Alabama.
- i. This Contract contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.
- j. This Contract 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 Contract, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

**THE CITY OF FAIRHOPE, ALABAMA**

BY: \_\_\_\_\_

**TIMOTHY M. KANT, Mayor**

ATTEST: \_\_\_\_\_

**LISA A. HANKS, City Clerk**

\_\_\_\_\_  
(Name of Contractor)

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

(Contractor's Representative)

ITS: \_\_\_\_\_  
(Representative's Title)

**GENERAL CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**CONTRACTOR'S STATE OF ALABAMA  
FOREIGN VENDOR REGISTRATION  
NUMBER (Required of out-of-state-vendors):** \_\_\_\_\_

NOTARY FOR CITY OF FAIRHOPE  
**STATE OF ALABAMA}**  
**COUNTY OF BALDWIN}**

I, the undersigned authority in and for said State and County, hereby certify that TIMOTHY M. KANT as Mayor of the City of Fairhope and LISA A. HANKS as City Clerk whose names are signed to the foregoing document and who are known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
MY COMMISSION EXPIRES:

NOTARY FOR CONTRACTOR  
**STATE OF ALABAMA}**  
**COUNTY OF BALDWIN}**

I, the undersigned authority in and for said State and County, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ respectively, of \_\_\_\_\_, whose name is signed to the foregoing document and who are known to me, acknowledged before me on this day, that, 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 Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

**ITEM VII**  
**SCOPE OF WORK & SPECIFICATIONS**

**SCOPE OF WORK**

The City of Fairhope proposes to award contract to procure the services of firms to provide janitorial care for City of Fairhope based office/recreational facilities. The objective of this contract is to meet the unique requirements of the City of Fairhope by providing effective janitorial services and management of this service. The contractor is to work with the Assistant Director of Public Works, or his assignee, on day to day aspects of the contract, to ensure proper performance of service.

The Contractor shall furnish all labor, materials, supplies, supervision, equipment and other items or services necessary to perform the work as defined in these specifications to the satisfaction of the City of Fairhope, except as referenced as City of Fairhope furnished property and services in Appendix A.4. The Contractor must comply with all applicable Federal and State labor wage and hour, safety and associated laws which have a bearing on the services provided.

For the purpose of this contract, facility locations, functions to be performed at each location and square footage of each facility are as follows:

**City Services/Public Works(includes Purchasing Office and Gas Department Offices)**.....555 South Section Street, Fairhope, Al. 36532

Approx. 12,600 Square feet (includes 400 sq. ft. Purchasing Office and 400 sq. ft. gas Department office ), single story facility.

Vacuum all carpeted floors and area rugs daily, empty garbage cans/recycle containers daily...replace liners, empty recycle bins into proper recycling containers daily and replace liners daily, dust & damp mop all bare tile floors daily...removing all scuff marks daily, five (5) restrooms completely cleaned daily, also replacing soap, tissue and paper towels daily, clean kitchen area & break room daily. Weekly obligations are: dust all baseboards, remove all spider webs and dust blinds. Monthly obligations are: dust all furniture, desktops, shelves and file cabinets.

**Fairhope City Hall (includes Council Chambers)**.....161 North Section Street, Fairhope, Al. 36532

Approx. 16,000 Square feet, single story facility.

Vacuum all carpeted floors and area rugs daily, empty garbage cans, empty recycle bins into proper recycling containers daily...replacing can liners daily, dust and damp mop all bare floors daily, restroom completely cleaned daily, replenish soaps, bathroom tissue and paper towels daily, clean kitchen area daily(to include loading dishwasher). Light dust: Mayors office, Mayors Assistant, City Administrators office & conference room and Council Chamber bench daily, light dust balance of facility weekly.

**Fairhope Museum of History**.....24 North Section Street, Fairhope, Al. 36532

Approx. 3,300 square feet, two story facility.



Vacuum all carpeted floors and area rugs daily, dust and damp mop all bare floors daily, empty all garbage cans, empty recycle bins into proper recycling containers daily...replace liners, three(3)restrooms completely cleaned daily, replenish soaps, bathroom tissue and paper towels daily, clean kitchen area daily, clean all glass displays, clean front and back glass door entrances daily, clean glass banister upstairs daily, spot clean upstairs windows daily, mop upstairs floor daily, dust all wood surfaces upstairs and downstairs daily.

**Fairhope Welcome Center**.....20 North Section Street, Fairhope, Al. 36532

Approx. 1,300 Square feet, two story facility. **(Second floor not included in scope of work)**

Vacuum all carpeted surfaces daily, sweep and wet mop all bare floors daily, empty all garbage cans, empty recycle bins into proper recycling containers daily...replacing can liners daily, restrooms completely cleaned daily, replenish soaps, bathroom tissue and paper towels daily.

**Quail Creek Golf Pro Shop/Clubhouse**..... 19841 Quail Creek Drive, Fairhope, Al. 36532

Approx. 6,300 square feet, single story facility. **(Note: kitchen area not included in work scope)**

Vacuum all carpeted floors and area rugs daily, clean all bathrooms daily...replenishing soaps, bathroom tissue and paper towels daily, wet mop all bare floors daily, empty all garbage cans daily, empty recycling bins into proper recycling containers daily...and replace liners daily, clean glass in all entry/exit doors daily, clean glass on all display cases daily. Dust pro shop and offices weekly.

**James P. Nix Center**.....1 Bayou Drive, Fairhope, Al. 36526

Approx. 10,000 square foot, single story facility.

See attached Nix Center Cleaning Schedule for specifics.

**Fairhope Recreation Center**.....803 North Greeno Road, Fairhope, Al. 36532

Two story facility.

See attached Fairhope Recreation Center Cleaning Schedule for specifics.

**COMPLIANCE WITH LAWS AND SAFETY REGULATIONS:** Contractor agrees that in the performance of this contract it will comply with the requirements of all applicable Federal, State and local statutes, regulations and orders and will indemnify and save The City of Fairhope harmless from any claim, loss or damage arising from Contractor's alleged violation of them.

**HOLIDAYS:** The City of Fairhope observes ten (10) holidays per year at which time the business offices are closed; however, some services performed by the City of Fairhope are functional every day. If your firm observes the same holiday schedule and your service employees are not expected to report to work areas on those days, cleaning tasks shall be performed the day before or the day after, whichever is not a regularly scheduled duty day. Listed below are the holidays that are observed by the City of Fairhope:

New Year's Day January 1  
Martin Luther King's Birthday Third Monday in January  
Memorial Day Last Monday in May  
Independence Day July 4  
Labor Day First Monday in September  
Veteran's Day

Thanksgiving Holidays Fourth Thursday and Friday in November  
Christmas Eve December 24  
Christmas December 25

## **SPECIFICATIONS**

### **APPENDIX A**

- A.1 SPECIFIC DEFINITIONS
- A.2 SCOPE OF WORK
- A.3 SPECIFIC TASKS
- A.4 CITY FURNISHED PROPERTY
- A.5 CONTRACTOR FURNISHED ITEMS
- A.6 CONTRACT ADMINISTRATION DATA

#### **APPENDIX A.1 SPECIFIC DEFINITIONS**

The following definitions are used throughout this bid and ensuing contract(s). Meanings shall be as follows:

- 1.1 Contractor: The company or entity set forth and named as the person or firm of this contract and, where the context so references, shall include its employees and/or agents.
- 1.2 Contractor's Project Manager ("PM"): The person appointed by the Contractor who shall have the full authority to act for the contractor in regards to all matters.
- 1.3 Contractor's Project Manager Designated Representative ("PMDR"): The designated Supervisor appointed to act with certain authority as delegated by the Project Manager.
- 1.4 Manager of Facilities Contracts (MFC): The City of Fairhope Public Works Department representative managing the contract on a day to day basis.
- 1.5 Contractor's Service Employees: Any person engaged by the Contractor to perform services as described in this agreement and who shall be so supervised by the contractor or his designated project managers or manager's representative.

#### **APPENDIX A.2 PERFORMANCE SCHEDULE INTRODUCTION:**

##### **CONTRACTOR PERSONNEL**

- 2.1 Contractor Personnel Roster: Contractor shall supply a personnel roster of the employees intended for performance of services under this contract. Employees shall be identified as Project Manager, service employee, etc.
  - 2.1.1 Project Manager: The Contractor shall provide a Project Manager who shall have full authority to act for the Contractor while on City properties.
  - 2.1.2 Project Manager Designated Representative: The Project Manager shall appoint a representative to act for the office of Project Manager while on City properties.

2.1.3 Contractor's Service Employees: Service employees must be recognizable as such while on City properties. The contractor shall be responsible for insuring that the employees are identifiable by wearing distinctive clothing or badges, either of which must bear the Contractor's company name and the employee's name. Requirement shall be met no later than ten (10) days after award of contract. All employees of the Contractor shall be at least 18 years of age.

A. All employees working on City of Fairhope property must complete an Alabama state criminal record background check before they begin work on City property. Each contractor must present the City with a current criminal records printout, and the City will determine if an individual's criminal history should prevent a candidate from working on a City contract. The City of Fairhope holds the right to remove from our property any contract employee as it sees fit.

B. Contractor will provide an updated employee list, of employees working on City property, monthly to the MFC.

C. All employees will display their access badge while they are working on City property.

D. Each employee will badge through every door that has a badge reader. Access doors must remained closed or can not be propped open.

E. Employees will not grant access to other people to any area on City property without permission of MFC.

F. Contractor personnel may not use items that create a safety distraction such as earphones, radios, etc

G. PPE: Hard Hats and safety glasses are required to be worn while in shop areas

H. Contractor will use normal safety standards of the industry when performing work Such as using cautions signs, wearing appropriate clothing, using PPE, etc...

2.1.4 Employee Acceptability: The Contractor's employees shall be capable and experienced in custodial work, honest and dependable of character, clean and neat in appearance and free of communicable disease.

2.1.5 Grounds for Dismissal: The Contracting Officer may, in writing, require the dismissal of any employee performing work under this contract who is deemed incompetent, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to public interest of inconsistent with the best interest of the City.

2.1.6 The Contractor's Project Manager and designated representative must be fluent in both the written and spoken English language.

2.1.7 Non-contractor personnel will not be allowed to accompany Contractor's employees during the performance of work periods, unless previous approval from the City or "MFC" has been granted.

2.1.8 Meetings: The "PM" or "PMDR" shall meet with the City "MFC" to discuss immediate problem areas.

2.1.9 Telephone Contact for Reporting Service Deficiencies: The Contractor shall insure that they, the "PM" or "PMDR" be accessible, either through direct telephone or telephone answering device, seven (7) days per week, should the need arise for immediate contact by the City or "MFC". Response by return telephone call shall be accomplished within sixty (60) minutes after the City has placed its call. The reason for the contact will then be discussed and the nature of acceptable action settled. (See Deficiencies Paragraph 2.2.4 and 2.2.5.)

## **QUALITY CONTROL/QUALITY ASSURANCE**

2.2 Quality Control: The Contractor shall establish a complete Quality Control Program to

assure the requirements of the contract are provided as specified. One (1) copy each of the Contractor's Quality Control Program, Utilities Conservation Practices Plan (paragraph 2.3), Key Control Plan (paragraph 2.4.2) and telephone contacts (paragraph 2.1.9) shall be provided with the bidder's response. Prior to start date of the contract the program must be approved by the City Contracting Officer.

2.2.1. Quality Control Program Updates: Proposed updated or changes which might have to occur during the contract performance period, must be presented to the City for approval prior to implementation of changes. All Change Orders must be approved in writing by the City.

2.2.2 Quality Assurance: The City will monitor the Contractor's performance under this contract using the Contractor's Quality Control Program.

2.2.3 Performance Evaluation Meetings: The Project Manager shall meet with the City or the MFC once a month during the contract to discuss overall performance. The Contractor's supervisor may be required to provide weekly inspections of the premises to identify any variations from the specification. A mutual effort will be made to resolve the problems identified.

2.2.4 Minor Deficiencies: Minor deficiencies such as failures to empty one (1) wastebasket will be called to the attention of the "PM". Such deficiencies shall be corrected during the next cleaning period. The "PM" shall take corrective action to prevent reoccurrence.

2.25 Major deficiencies: Major deficiencies such as failing to clean an office or restroom or allowing restroom supplies to become exhausted shall require prompt action. The Contractor will be notified by the City or the "MFC" during the City's next day of work, as to the nature of the deficiency and the City's desire to have the deficiency corrected. The Contractor will respond within two (2) hours of call and shall have service personnel on site to commence work to alleviate the deficiency. Should the Contractor fail to meet the two hour time limit, the City may then clean, re-supply, or take whatever action is necessary to correct the deficiency. The City's cost to perform said work shall be deducted from the Contractor's next payment.

2.26 Penalties : The City of Fairhope holds the right to issue penalties for non compliance of this contract or continuing problems that have been noted. Penalties may be a reduction of pay; having the work completed by another contractor or in house employees at the contractor's expense; or termination of part or the entire contract.

### **CONSERVATION OF UTILITIES**

2.3 The Contractor shall be directly responsible for instructing employees regarding utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities; this includes but shall not necessarily be limited to:

- A. Lights shall be used only in areas where and at the time when work is actually being performed;
- B. Building mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the Contractor's employees;
- C. Water faucets or valves shall be turned off after required usage, and;
- D. City telephones shall not be used for personal reasons by the Contractor or the Contractor's employees.

### **SECURITY, LOST AND FOUND AND KEY CONTROL**

2.4 Security: When services are provided outside normal business hours, doors and

windows will be locked by Contractor's employees when finished. If security is enforced by means of an access register, employees shall sign the register. The Contractor shall report to the "MFC" any instance wherein the doors and windows were found unlocked or unsecured upon arrival of the Contractor's employees at the work area.

2.4.1 Lost and Found Items: It is the responsibility of the Contractor to ensure that all obvious articles of a personal nature or of monetary value found on floors, in hallways, on window sills, or on restroom counters, be reported to and relinquish to the Fairhope Police no later than 10:00 a.m. the following normal working day.

2.4.2 Key Control: The Key Control Plan shall establish for implementation methods of ensuring that all keys issued to the Contractor by the City are not lost, misplaced or used by unauthorized persons. Keys issued to the Contractor by the City shall not be duplicated. The Contractor shall develop procedures covering key control.

2.4.3 Lost Keys: The Contractor will be required to replace, re-key or to reimburse the City for replacement of locks or re-keying as a result of lost keys. In the event a master key is lost or duplicated, all locks and keys for that systems will be replaced by the City and the cost of replacing locks will be deducted from the Contractor's next schedule or submitted invoice.

2.44 Locked Doors: It is the responsibility of the Contractor to ensure all office doors that have a lock will be locked upon completion of work unless otherwise noted by the City or "MFC". Existing security alarms must be reset prior to exiting facilities.

2.45 Badges: In the case of a lost or stolen badge, the Contractor shall notify the City immediately and there will be a \$25 fee for any badges not returned.

2.46 Vehicles: All contractor vehicles may be subject to search by City of Fairhope Police if deemed necessary.

## **TRAINING**

### **2.5 TRAINING**

The Contractor shall establish a Training Program to assure new employees understand the requirements of the contract. The contractor shall have this training program approved by the MFC at the start of the contract. The training program shall include but not limited to safety and security briefings, orientation tours, supervision for the first week, building specific requirements, a meeting with the MFC and the City. All new employees on the contract will complete the training.

## **JANITORIAL SERVICE - WORK SCHEDULE**

### **2.6 HOURS OF OPERATION:**

Cleaning services will be provided when public buildings are closed to the general public, generally, between the hours of 4:00 pm and 12:00 a.m. except where otherwise noted. Times may only be altered with the consent of the City by request in writing to the MFC.

### **2.7 DAYS OF OPERATION:**

Janitorial service is to happen five (5) days a week in each area; they will be consecutive days unless otherwise stated (example: Recreation Center).

## **APPENDIX A.3**

### **SPECIFIC TASKS DAILY – GENERAL**

#### **3.1 CLEANING**

Use cleaners that are made for the item being cleaned, and only those on the submitted and approved list .

3.1.1 Remove Trash: All waste baskets, cigarette butt receptacles, and other noted trash containers

shall be emptied; cleaned and sanitized as required; and returned to initial locations. Boxes, cans, papers, etc. placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. Ashes and debris shall be removed from cigarette butt receptacles and placed in a nonflammable container. Trash shall be deposited in designated trash collection receptacles.

3.1.2 Recycling: Contractor is to empty or remove recycle materials in marked recycle bins. Recycled materials shall be placed in recycle collection bins, AND SHALL NOT BE PLACED IN THE GARBAGE.

### 3.1.3 Floors and Stairwells:

3.1.3.1 Vacuum Carpet: All carpeted floors shall be vacuumed and after vacuuming, shall be free of all viable litter and soil. Any soiled spots shall be removed as soon as noticed. Contractor is responsible for "spot cleaning" of small areas (about 1 SF). Spot cleaning of carpet is a part of the routine cleaning and vacuuming process. All tears, burns, and unraveling shall be brought to the attention of the MFC.

3.1.3.2 Sweep and Mop Floors: All uncarpeted floors and stairs shall be swept, including corners and abutments. After sweeping, floor shall be free of litter, dust, rocks, and foreign debris. After mopping, floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris, or standing water. Chairs, trash receptacles, walk-off mats, and other easily moveable items shall be tilted or moved to sweep and mop underneath. Non movable items shall be swept and mopped under as best as possible. There shall be no splash marks or streaks on furniture, walls, baseboards, etc. Contractor will use clean water when mopping the floors and replace multiple times as needed when mopping. Mops and buckets will be kept clean and odor free, and replaced when necessary. All mop water shall be drained in noted locations only. (Stairs are to be swept only and not mopped.)

3.1.3.3 Floor Maintenance: All uncarpeted floors, accessible to floor machines unless specified elsewhere as having a "special: floor shall receive floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform coating of a nonskid floor finish, have a uniform, glossy appearance, and be free of scuff marks, heel marks, and other stains and discolorations. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacle, etc. Chairs, trash receptacles and easily moveable items shall be tilted or moved to maintain floors underneath. All moved items shall be returned to their proper position when all operations have been completed. Floor maintenance includes washing, the techniques of dry buffing, spray buffing, stripping, and waxing as required to achieve the above stated results. Shampoo Carpet: All carpeted floors shall be shampooed per contract schedule. The shampoo and water shall be extracted during the cleaning. The Contractor shall notify the MFC two (2) working days prior to the day the carpet is to be shampooed. Carpets shall be free of spots, soil, soap deposits and other foreign material, presenting a uniform appearance. All seams will be intact and there shall be no carpet shrinkage. Carpet shall have been thoroughly cleaned and rinsed by using hot water extraction process equipment or by using another approved alternative method.

3.1.3.4 Walk-off Mat Cleaning: Carpet-type entrance mats shall be vacuumed to remove soil and grit. Rubber or polyester entrance mats shall be swept or mopped to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location. All runners are to be vacuumed and then rolled and the area underneath is to be cleaned with the surrounding floor. The runners shall then be unrolled and placed back. Contractor is not responsible for supplying the carpet runners. They are provided for under a separate contract.

### 3.1.4 Restrooms

Contractor shall Sanitize, Clean, and Stock Restrooms

Restrooms shall be stocked so that supplies do not run out at any time. All restrooms shall be thoroughly cleaned with a germicide cleaner each time cleaning is scheduled. Outside of all toilet bowls, urinals and hand sinks or basins shall be cleaned as to be free from soil and odors. Cleaning inside of toilet bowls, urinals and hand sinks or basins and all operating fixtures thereto shall include descaling. After cleaning the entire surfaces shall be free from streaks, spots, rust, scale, stains, scum, dust, dirt, urine and excrement traces, and offensive odors. Walls and partitions surrounding toilet bowls, urinals and hand sinks or basins shall be cleaned as to be free

from any soils odors. Floors and mop boards or baseboards shall be scrubbed and shined and free from dirt, grit, dust, streaks, splashes, hair, and mop strands. Mirrors, door knobs and handles and door-wear protection plates shall be cleaned, sanitized and polished as to be free from streaks, spots, smudges, dirt, dust, and clouds. Drains, Restroom Floors, Hand Sinks and Overflows, and Drinking Fountains: Drains shall be thoroughly cleaned with brushes and germicides as to be thoroughly sanitized at the beginning of performance of the contract and treated on a once-a-month basis throughout the duration of the contract. Drains shall be kept free from mop strands, hair, soap-scum and offensive odor. Showers Ceramic Tiles: All ceramic tiles in floors and on walls shall be cleaned with cleaners specifically produced for ceramics. (Any loosened and crumbling grout around tiles and fallen or dislocated tiles shall be reported to the MFC.) After cleaning, grout and tiles shall be free from streaks, smudges, water spots, and strong odors.

### 3.1.5 Vertical and Horizontal Surfaces

3.1.5.1 Low dusting and wiping: Contractor shall clean all horizontal and vertical surfaces 7'0" and below. After which all dust, lint, litter, hand prints, soil, etc. shall be removed from the surfaces. This is to include chairs, file cabinets, radiators, counters, window sills, etc. This **excludes all electronic equipment**, such as computers, printers phones, etc. Any personal items are not to be moved but can be wiped around.

3.1.5.2 Radiators and Registers: Radiators, covers, ventilation registers and bathroom fans shall be cleaned using a duster or soap and water if needed. After cleaning, radiators and registers shall be free from all dirt, soils, dust or lint.

3.1.5.3 Kitchen areas: Contractor shall ensure that surface areas are kept clean; the outside of the refrigerators shall be wiped down. Contractor shall clean microwaves inside and out. Contractor is not responsible for the inside of the refrigerators or dirty dishes.

3.1.5.4 Clean Drinking Fountains: Clean and disinfect all porcelain and polish metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, smudges, offensive odors, scale and other obvious soil.

3.1.6 Windows / Glass: All inside of windows, glass and mirrors shall be cleaned as needed to keep them free of dust, soil, hand prints etc.

3.1.7 Furniture: All furniture shall be wiped down or vacuumed to keep them free of soil lint, dust or other foreign items.

### 3.1.8 AREAS / ITEMS NOT TO BE CLEANED:

3.1.8.1 Electronic Equipment: All electronic equipment including data processing machines, keyboards, monitors, typewriters, telephones, teletypes, facsimile machines, personal computers, adding machines, portable calculators, and desk lamps shall **not be cleaned** and extreme caution taken to prevent any damages to equipment by bumping, unplugging or moving when cleaning or vacuuming around equipment and electrical plug-in apparatus.

3.1.8.2 Personal Items: The contractor shall not move or displace personal items and shall take care in not disrupting these items. If items are in the way of cleaning, the contractor shall work around the items as best as possible and notify MFC of any problems or concerns.

### **SITE SPECIFIC TASKS :**

**See site specific tasks noted in Scope of Work & Specifications.**

## **APPENDIX A.4**

### **CITY FURNISHED PROPERTY AND SERVICES**

4.1 PREMISES AND UTILITIES: The City shall furnish, without cost to the Contractor, designated storage spaces in building and a reasonable amount of utilities from existing sources. The storage spaces and utilities are to be used only in connection with the performance of this contract.

4.1.1 The Contractor shall maintain such utility storage to the same standards as similar areas by the City.

4.1.2 The Contractor will not make any alterations to the spaces unless there is with written permission by the Contracting Officer.

4.1.3 The Contractor shall vacate prior to termination or completion date of this contract such building space and restore the premises to the condition in which received, at its own expense, fair wear and tear excepted. (Subject to inspection and approval by the City's "MFC".)

4.1.4 The City of Fairhope assumes no responsibility for Contractor supplies, equipment, or personal belongings.

## **APPENDIX A.5**

### **CONTRACTOR FURNISHED ITEMS AND LIABILITIES**

5.1 Materials: The Contractor shall furnish all equipment, cleaning supplies and labor necessary to perform the work as specified in this contract. The Contractor will provide the MFC with a list of janitorial supplies that will be used. Such supplies will be of sufficient quantity and of a type and quality to provide effective janitorial and cleaning service. These supplies will be subject to the inspection and approval/rejection by the City. Contractor will also provide a packet of MSDS for every chemical used on City property. Contractor will also maintain a stock of supplies on City property that will last one month of normal usage. Contractor will provide all cleaning agents, equipment and supplies including (but not limited to), bowl cleaners, floor soap/disinfectants, window cleaners, toilet paper, paper towels, hand soap for restroom and trash liners. Vacuum equipment must be capable of picking up staples and paper clips. The equipment and supplies will be of high commercial grade. The City holds the right to request contractor to use different cleaning equipment.

5.2 Equipment and Tools: The Contractor shall furnish all equipment and tools necessary to properly perform the work as specified in this contract. Equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces and will be subject to inspection and approval for use by the City or "MFC".

5.2.1 All electrical equipment used by the Contractor shall meet all safety codes. This equipment must operate using existing building circuits (110 voltage). It shall be the responsibility of the Contractor to prevent the operation or attempt operation of electrical equipment, or combinations of equipment which require exceeding the capacity of existing building circuits.

5.2.2 The Contractor shall furnish and use beater bar type vacuums for carpeted floors.

5.3 Restroom Supplies: The Contractor shall furnish all restroom supplies such as toilet seat covers and tissue, germicide type hand soaps (liquid and powdered type), deodorizers (commode and urinal), paper towels, and plastic liners for trash can. All supplies shall be of reasonable quality, the cost of these supplies shall be the responsibility of the Contractor. (NOTE: Bar soaps will not be acceptable). All restrooms will be equipped with high quality automatic air fresheners, room deodorizers or other odor control product. Contractor is to refill scent can and replace batteries as necessary but no less than once a month.

5.4 Contractor Liability: The Contractor shall be liable for any damage or loss to City property resulting from any act of omission on the part of the Contractor or its agents while City property is in their possession. The basis for evaluation of such damage or loss shall be the cost of repairing such damage or replacing any item which, in the opinion of the Contracting Officer, is irreparable. In the event of negligence or failure on



the part of the Contractor to promptly make such repairs or replace such damaged items, The City at its option, may do so and deduct the cost of such repairs and/or replacements from any amount due or to become due under the contract. The Contractor shall not, however, be liable for loss or destruction of, or damage to City property if such loss, destruction or damage is due to causes beyond the control and without the fault or negligence of the Contractor or its agents.

**APPENDIX A.6**

**CONTRACT ADMINISTRATION DATA**

**6.1. Contract Administration**

This contract will be administered by the by the City of Fairhope, 161 N. Section Street, Fairhope, Alabama, 36532.

No person other than the City, is authorized to make any changes in the scope, terms, conditions or provisions of this contract.

**NON-COLLUSION AFFIDAVIT:** The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

The Undersigned has read the foregoing ITB and hereby agrees to the conditions stated therein by affixing his/her signature below:

BIDDERS NAME AND ADDRESS

\_\_\_\_\_  
COMPANY NAME SIGNATURE BY AND FOR THE BIDDER

\_\_\_\_\_  
MAILING ADDRESS PRINTED NAME OF ABOVE BIDDER

\_\_\_\_\_  
CITY, STATE & ZIP CODE DATE OF BID

\_\_\_\_\_  
CONTACT PHONE NUMBER CONTACT FAX NUMBER

**THIS SECTION MUST BE RETURNED WITH YOUR BID**

**APPENDIX B  
QUESTIONNAIRE**

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your bid or offer on the grounds of non-responsiveness and/or non-responsibility.

Business Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address if Different: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Mailing Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Date Firm Established: \_\_\_\_\_  
How many years has the business been under the above name? \_\_\_\_\_  
Previous business name(s) if any: \_\_\_\_\_  
Federal Tax ID Number: \_\_\_\_\_  
Business License Number: \_\_\_\_\_  
Contractor License Number (For Construction: \_\_\_\_\_  
List any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation (attach additional sheet if necessary)  
\_\_\_\_\_

\_\_\_\_\_

List the three most recent contracts performed by your company where the commodity or service requested in this solicitation was the primary commodity or service supplied. Include the client's name, contract amount, the contract date, person to contact regarding performance, their telephone, facsimile number and e-mail.

List any other business related experience:  
Are you acting as a broker or the primary supplier in this transaction?

- Broker
- Primary Supplier

Business Information (Please check all that apply):

- The business is Individual
- The business is a Partnership
- The business is a Non-Profit
- The business is a Joint-Venture
- The business is a Corporation incorporated under the laws of the State of \_\_\_\_\_
- The business is full-time
- The business is part-time

Firms Annual Gross Receipts:

- <\$500,000
- \$500,000 - \$999,999
- \$1,000,000 - \$4,999,999
- \$5,000,000 - \$9,999,999
- \$10,000,000 - \$16,999,999
- >\$17,000,000

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C  
CUSTODIAL SERVICES QUESTIONNAIRE**

A bidder's failure to provide the information requested in this questionnaire may be cause for rejection of the bid on the basis of non-responsiveness. Please type or print.

1. Name of Project Manager \_\_\_\_\_

(Contact - must be available seven (7) days a week)

2. Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email address: \_\_\_\_\_

3. Resume of Project Manager - Please attach to your submission.

4. What cleaning disinfectant products do you propose to use to promote and maintain sanitary conditions? NOTE: Manufacture's literature, safety data sheets and MSDS data sheets must be provided for each product listed above and must accompany your bid.

Restrooms: \_\_\_\_\_

Drains: \_\_\_\_\_

Carpets & Runners: \_\_\_\_\_

Chairs & Sofas: \_\_\_\_\_

Ceramic Tiles: \_\_\_\_\_

Hand Soap(s): \_\_\_\_\_

Pumice Soap: \_\_\_\_\_

Air Spray: \_\_\_\_\_

Floor Finish: \_\_\_\_\_

Conference Table Tops: \_\_\_\_\_

5. Are there any Federal Assistance Programs (Grants, SBA grants, etc...) your company will be utilizing in the performance of this contract? \_\_\_\_\_

**THIS SECTION MUST BE RETURNED WITH YOUR BID**

**APPENDIX D  
QUALITY CONTROL PROGRAMS, CONSERVATION PROGRAM,  
SECURITY & KEY CONTROL PROGRAM**

PLEASE ATTACH / INSERT YOUR QUALITY CONTROL PROGRAM WITH YOUR BID  
RESPONSE HERE.

**THIS SECTION MUST BE RETURNED WITH YOUR BID**



# NIX CENTER CLEANING SCHEDULE

## DAILY

### Restrooms:

- \_\_\_\_\_ Clean glass (mirrors), stainless, sinks, countertops, urinals, toilets
- \_\_\_\_\_ Wipe down tops of: toilets seat cover holders, tp holders, feminine baskets, feminine products
- \_\_\_\_\_ Empty garbage including feminine baskets

**Note: All recycling bins shall be emptied in to the appropriate recycling collection**

- \_\_\_\_\_ Refill: Toilet paper, paper towels, soap, seat covers, feminine items, fragrance dispensers
- \_\_\_\_\_ Sweep floor and mop on Wednesday

### Kitchen:

- \_\_\_\_\_ Countertops, utility carts, stainless
- \_\_\_\_\_ Refrigerator, freezer, ovens, stove, grill microwave
- \_\_\_\_\_ Sweep floor and mop on Wednesdays
- \_\_\_\_\_ Wipe down clip-board counter, countertops, center table and Swan Table
- \_\_\_\_\_ *Vacuum* all open carpeted areas and all mats
- \_\_\_\_\_ Windex Interior and exterior of front doors
- \_\_\_\_\_ Wipe down Bar and Card tables in Card Room
- \_\_\_\_\_ Grounds (pick up trash) and empty urns
- \_\_\_\_\_ Blow deck and sidewalks
- \_\_\_\_\_ Empty Flower Box garbage
- \_\_\_\_\_ Wipe down walls throughout building as needed daily

## WEEKLY

- \_\_\_\_\_ Flush Fountain
- \_\_\_\_\_ Windex windows and mirrors(clean of fingerprints, etc)
- \_\_\_\_\_ Dust throughout building
- \_\_\_\_\_ Wipe down/polish Bar in Ballroom
- \_\_\_\_\_ Sweep/mop Ballroom floor
- \_\_\_\_\_ Wipe down and clean countertops, tables & sinks though out building
- \_\_\_\_\_ Clean between cushions of chairs in Card Room
- \_\_\_\_\_ Clean A/C intake grills/Covers
- \_\_\_\_\_ Clorox Clean-up non-glass doors inside and out
- \_\_\_\_\_ Mop restrooms on Wednesday

## TWICE A MONTH

- \_\_\_\_\_ Sweep and Mop floors in A&C Room and Conference Room

## MONTHLY

- \_\_\_\_\_ Knock down cobwebs inside and outside
- \_\_\_\_\_ Dust tops of picture frames
- \_\_\_\_\_ Clean deck railing and window ledges inside and outside
- \_\_\_\_\_ Wipe down baseboards

## EVERY 6 MONTHS

- \_\_\_\_\_ Clean tops of cabinets and shelves

# FAIRHOPE RECREATION CENTER CHECKLIST FOR DAY JANITORIAL

- \_\_\_\_\_ INTERIOR WINDOWS AND DOORS
- \_\_\_\_\_ HANDLES ON DOORS
- \_\_\_\_\_ DOORS ON ELEVATOR
- \_\_\_\_\_ DUST WINDOW SILLS
- \_\_\_\_\_ DUST WALKING TRACK HANDRAILS
- \_\_\_\_\_ SANITIZE AND CLEAN WATER FOUNTAINS
- \_\_\_\_\_ RE-STOCK TOILET TISSUE AND PAER TOWELS AS NEEDED
- \_\_\_\_\_ CLEAN SINKS, MIRRORS AND COUNTERTOPS IN RESTROOM AND LOCKER ROOMS
- \_\_\_\_\_ VACUUM INDOOR MATS
- \_\_\_\_\_ VACUUM OLD BASKETBALL COURT
- \_\_\_\_\_ DUST MOP NEW BASKETBALL COURT
- \_\_\_\_\_ DUST MOP INDOOR TRACK
- \_\_\_\_\_ MAKE DIRECTOR AWARE OF ANY PRODUCTS THAT NEED TO BE REPLACED

# Fairhope Recreation Center Cleaning Schedule

\_\_\_\_\_ 7:30A.M. Daily

## Restrooms:

\_\_\_\_\_ Clean glass(mirrors), stainless ( sheila Shine), sinks, countertops, urinals, toilets

\_\_\_\_\_ Wipe down tops of: toilets seat cover holders, toilet paper holders, feminine baskets, feminine products

\_\_\_\_\_ Empty trash including feminine baskets

**Note: Recycling bins are to be emptied into the proper recycling collection containers.**

\_\_\_\_\_ Refill: Toilet paper, paper towels, soap, seat covers, feminine items, fragrance dispensers

\_\_\_\_\_ Check Humidifier

\_\_\_\_\_ POLISH ALL CHROME

\_\_\_\_\_ Vacuum rear Basketball court including wooden stage

\_\_\_\_\_ Dry-mop complete front Basketball court including under seats

\_\_\_\_\_ Dry-mop Walk area upstairs and all of down stairs including Liz & Toms offices

\_\_\_\_\_ Dry-mop Racquet Ball court

\_\_\_\_\_ Clean basket ball court seats

\_\_\_\_\_ Clean Racquet Ball Door inside and out

\_\_\_\_\_ Empty ALL trash cans

**Note: All recycling bins shall be emptied into the proper recycling collection containers**

\_\_\_\_\_ Empty trash cans in Liz and Tom's office

**Note: All recycling bins shall be emptied into the proper recycling collection containers**

\_\_\_\_\_ Wipe down walls throughout building as needed daily

\_\_\_\_\_ Polish and clean water faucet--upstairs and downstairs

\_\_\_\_\_ Vacuum all mats inside and out and upstairs

## WEEKLY

\_\_\_\_\_ Blow off complete walk way



# FAIRHOPE RECREATION CENTER CHECKLIST FOR NIGHT JANITORIAL

\_\_\_\_\_ MOP ALL HARD FLOORING WHICH CONSIST OF:

\_\_\_\_\_ OFFICE ( CLOSETS)

\_\_\_\_\_ RESTROOMS

\_\_\_\_\_ LOBBIES (LOWER LEVEL AND UPPER LEVEL

\_\_\_\_\_ DUST MOP HARDWOOD FLOOR IN RACQUETBALL ROOM

\_\_\_\_\_ POOL LOCKER ROOMS

\_\_\_\_\_ ELEVATOR

\_\_\_\_\_ STAIRS

\_\_\_\_\_ VACUUM INTERIOR MATS

\_\_\_\_\_ SPINNING ROOM BEHIND THE FITNESS AREA

\_\_\_\_\_ **ALL RESTROOMS--RECREATION CENTER AND POOL LOCKER ROOM**

\_\_\_\_\_ SINKS AND COUNTEROPS

\_\_\_\_\_ TOILETS

\_\_\_\_\_ SHOWERS

\_\_\_\_\_ MIRRORS

\_\_\_\_\_ SEATS FOR SHOWERS

\_\_\_\_\_ REFILL SOAP DISPENSERS

\_\_\_\_\_ REFILL TISSUE AND PAPER TOWEL DISPENSERS AS NEEDED

\_\_\_\_\_ EMPTY TRASH AND REFILL WITH TRASH LINERS

**Note: All recycling bins are to be emptied into the proper recycling collection containers**

\_\_\_\_\_ CLEAN SAUNA PER INSTRUCTION GUIDE

## TODAY'S ADDITIONAL CLEANING JOBS

Please initial next to each task as it is completed:

\_\_\_\_ VAC INDOOR POOL

\_\_\_\_ SWEEP BEHIND EACH TRASH CAN

\_\_\_\_ CLEAN LOOBY FAN

\_\_\_\_ DEEP PARKING LOT CLEANUP

\_\_\_\_ RINSE MOP OUT REAL GOOD AND RINSE OUT MOP BUCKET

\_\_\_\_ CLEAN HANDICAPPED TOILET STALL FLOOR

\_\_\_\_ USE STAINLESS STEEL CLEANER FROM UNDER SINK IN CONCESSION AND  
CLEAN ALL THE STAINLESS STEEL RAILINGS, HANDRAILS AND STARTING  
BLOCKS ( INDOOR AND OUTDOOR POOLS

\_\_\_\_ CLEAN URINALS, INCLUDING DEBRIS DOWN AROUND DRAINS

\_\_\_\_ GO AROUND ENTIRE DECK DRAIN WITH A GLOVE ON AND  
MANUALLY GET HAIRBALLS AND OTHER DEBRIS OFF THE DRAIN THAT DOES NOT GO DOWN  
WHEN HOSED

\_\_\_\_ BRUSH, SCRUB AND CLEAN TILE AROUND INDOOR POOL

\_\_\_\_ USE POOLSIDE MAGIC CLEANER (NEXT TO CONCESSIONS SINK) & PAPER TOWELS TO CLEAN  
THE STAINLESS STEEL GUTTER ALL THE WAY AROUND THE INDOOR POOL--YOU WILL SEE THE  
SCUM BUILDUP. BE EXTRA CAREFUL NOT TO GET THE SCUM BACK IN THE WATER. WHEN YOU SET  
THE DIRTY PAPER TOWELS ON THE DECK, DO NOT SET IT DOWN WITH THE SCUM DIRECTLY  
TOUCHING THE DECK SURFACE BECAUSE IT COULD HAVE ALGAE ON IT. THIS WILL CONTAMINATE  
THE DECK AND SPREAD LIKE CRAZY.