



BID 2020-B-JANITORIAL SERVICES

For

CITY OF DAPHNE, ALABAMA

**CITY OF DAPHNE
P.O. BOX 400 / 1705 Main Street
Daphne, Alabama 36526**

CITY OF DAPHNE
BID 2020-B-JANITORIAL SERVICES

TABLE OF CONTENTS

	Page
Cover Page	1
Table of Contents	2
Advertisement	3
Overview and Instructions to Bidders	4
General Conditions	9
Scope of Services	15
Exhibit A: Scope of Services by Location	18
Exhibit B: Building Layouts	21
Exhibit C: Required Bid Submittal Forms:	
Contractor References	26
Signature Submittal - Disclosure Information	27
Cost Sheet	28
Exhibit D: Sample Forms:	
Sample Contract	30
E-Verify/Immigration Law Compliance	34

ADVERTISEMENT FOR BIDS
INVITATION TO BID

Sealed bids will be received by the City of Daphne (hereinafter called "City") at Daphne City Hall (1705 Main Street, P. O. Box 400, Daphne, AL 36526) until 11:30 a.m. CDT on **October 30, 2019**, and thereafter the same will be publicly opened, for performing all services required by the following project:

BID Document No.: 2020-B-JANITORIAL SERVICES

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

- 1) City Hall - 1705 Main Street, Daphne, AL 36526
- 2) Library – 2607 US Highway 98, Daphne, AL 36526
- 3) Recreation/Senior Center – 2605 US Highway 98, Daphne, AL 36526

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

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

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

A copy of the complete bid specifications may be obtained from the Finance Department at City Hall by emailing shenson@daphneal.com, or by downloading from the City's webpage at <http://www.daphneal.com/bids.aspx>.

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

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the City.

A **mandatory pre-bid conference** will be held on **October 16, 2019** at 10 a.m. CST at **Daphne City Hall, 1705 Main Street, Daphne, AL**. All contractors not having a representative at this meeting will be disqualified from bidding on this project.

OVERVIEW

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

- 1) City Hall - 1705 Main Street, Daphne, AL 36526
- 2) Library – 2607 US Highway 98, Daphne, AL 36526
- 3) Recreation/Senior Center – 2605 US Highway 98, Daphne, AL 36526

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

INSTRUCTIONS TO BIDDERS

The attention of all bidders is called to the following instructions:

1. MINIMUM REQUIREMENTS:

Each bid shall contain the following at a minimum. Bidder must also address detailed requirements as specified in the General Conditions and Scope of Services. **SUBMIT FOUR (4) COPIES (One Original and three copies).**

- A. Bidders shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Daphne. Bidder shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document. See Page 26.
- B. Bidders shall provide the completed Cost Sheet with all three locations listed. See Page 28.
- C. All Bidders shall submit three (3) identical sets of the bid.
- D. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Bidders will be available after the deadline until this bid has been awarded by the Daphne City Council.
- E. Bidders shall submit a bid based on documentation published by the Daphne Finance Department.
- F. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Daphne, Attention: Suzanne Henson, 1705 Main Street/P. O. Box 400, Daphne AL, 36526. The name, address of the firm and BID document name (2019-BID-JANITORAL SERVICES) shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- G. Bids must follow the format of the Bid Packet. Bidders should structure their responses to follow the sequence of the Bid Packet.
- H. Bidder is advised that exceptions to any of the terms contained in this Bid Packet or the attached service agreement must be identified in its response to the Invitation to Bid. Failure to do so may lead the City to declare any such term non-negotiable. Bidder's desire to take exception to a nonnegotiable term may not disqualify it from consideration for award.
- I. Local time shall be defined as the time in Daphne, Alabama, Central Standard Time, on the due date of the deadline. Documents shall be received before the deadline.
- J. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the Bidder.

2. BID SECURITY:

A cashier's check drawn on an Alabama Bank or a Bidder's Bond, payable to City of Daphne, Alabama, for the amount of ten thousand dollars (\$10,000), shall be filed with the proposal, the Bidder's Bond being prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

3. WRITTEN REQUEST FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. It is the intent and goal of the City of Daphne to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to result in all Bidders being on equal terms. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to Suzanne Henson, Senior Accountant by email: shenson@daphneal.com. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the Bid Packet made or given prior to the award of the contract. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

4. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Bids shall be considered for all brands that meet the quality of the specifications listed for any items.

5. RIGHTS OF CITY OF DAPHNE IN BID PROCESS:

In addition to all other rights of the City of Daphne, under state law, the City specifically reserves the following:

- A. The City reserves the right to select the bid it believes will serve the best interests of the City.
- B. The City of Daphne reserves the right to accept or reject any or all bids.
- C. The City of Daphne reserves the right to cancel the entire Invitation to Bid.
- D. The City of Daphne reserves the right to remedy or waive technical or immaterial errors in the Invitation to Bid or in bids submitted.
- E. The City of Daphne reserves the right to request any necessary clarifications, additional information or bid data without changing the terms of the bid.
- F. The City reserves the right to request any additional information it deems necessary from any or all Bidders after the submission deadline.

6. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsive, responsible, and qualified bids. Bidders shall include sufficient information to allow the selection committee to thoroughly evaluate and score bids. Each bid submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Bidder, per the evaluation criteria listed below:

- A. Qualifications (25%): Qualifications in relation to experience, competence, professionalism, and capacity for providing and maintaining janitorial services in connection with the type of service required as outlined in the Agreement.

- B. Cost (75%): Monthly and annual cost for janitorial services
7. COSTS INCURRED BY BIDDERS:
All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the Bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Bidder(s) prior to contract commencement.
8. CONFLICT OF INTEREST:
A. The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in State of Alabama Code. See Page 20.
B. The Bidder shall promptly notify Suzanne Henson, Senior Accountant, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Bidder. The City agrees to communicate with the Bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.
9. WITHDRAWAL OF BID:
A bid may be withdrawn prior to the time set for the bid submittal based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid.
10. LATE BID OR MODIFICATIONS:
A. Bid and modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Finance Department at (251) 620-1221 to ensure receipt of their submittal documents prior to the opening time and date listed.
B. The time set for the deadline shall be local time for DAPHNE, AL on the date listed. All bids shall be received in the Finance Department BEFORE the deadline stated. The official clock to determine local time shall be determined by Finance Department staff.
11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:
A. The laws of the State of Alabama apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
B. Pursuant to the Alabama Code, the City of Daphne encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction.
12. COLLUSION:
The Bidder, by affixing his or her signature to this bid, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or

corporation making a bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

13. RIGHT TO AUDIT, PUBLIC RECORDS, AND JURISDICTION:

- A. The City of Daphne reserves the privilege of auditing a Bidder’s records as such records relate to purchases between the City and said Bidder.
- B. Public Records: City contracts and documents prepared while performing City contractual work are subject to the Alabama Public Records law. If a Public Records request is presented to the City of Daphne, the City will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Alabama Public Records law. Any costs allowed under Alabama law may be assessed for this compliance.
- C. Legal jurisdiction to resolve any disputes shall be Alabama with Alabama law applying to the case.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this Invitation to Bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Bidders prior to submitting a bid on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event should call City Hall, not later than seven days prior to the deadline.

16. NON-EXCLUSIVE CONTRACT:

Award of this Bid shall impose no obligation on the City to utilize the Contractor for janitorial services which may develop during the contract period at City-owned locations other than the locations listed under this Bid. The City specifically reserves the right to concurrently contract with other companies for similar work at other locations if it deems such an action to be in the City’s best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

17. LOBBYING:

Lobbying of selection committee members, City of Daphne employees, or elected officials regarding Invitation to Bids, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/protestor or any member of the bidder’s/protestor’s staff, and agent of the bidder/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the Invitation to Bid, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Daphne and shall be prohibited until either an award is final or the protest is finally resolved by the City of Daphne; provided, however, nothing herein shall prohibit a prospective bidder from contacting the Finance Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any Invitation to Bid, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any Invitation to Bid, request for qualification, bid or contract to be rejected.

18. SIGNING OF CONTRACT:

- A. A sample of the Service Contract between the City of Daphne and the Service Contractor included herein shall serve as the Agreement between the City and Service Contractor.
- B. The Bidder to whom the Agreement is awarded shall, within (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Service Contract Administrator, the following items with the signed Agreement:
 - 1. Certificate of Insurance (original), along with all required endorsements
 - 2. Evidence of enrollment in the E-Verify program
 - 3. Other documentation as required by the Contract Documents
- C. Failure or refusal to sign the Agreement or provide the Bond, Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Bond or Bid Check.

19. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original Invitation to Bid form(s) provided by herein and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the Invitation to Bid form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original Invitation to Bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of such Invitation to Bid response. Any such modifications or alterations a Bidder wishes to propose shall be clearly stated in the Bidder's Bid response and presented in the form of an addendum to the original Invitation to Bid documents.

GENERAL CONDITIONS

- GENERAL REQUIREMENTS:

- A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Agreement between the City of Daphne and the Service Contractor (hereinafter called the "Agreement") and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to the execution of the Agreement, other documents listed in the Agreement and any Modifications issued after the execution of the Agreement. A Modification is a written amendment to the Agreement signed by both parties.
- B. The Agreement: The Contract Documents form the Contract for Services. The sample Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only by written Modification.
- C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other materials, labor, equipment and services provided or to be provided the Service Contractor to fulfill the Service Contractor's obligations.
- D. The Bidding and Contract Requirements: The Bidding and Contract Requirements are part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- E. The Specifications: The Specification are part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
- F. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

- THE OWNER:

The "Owner" is the City of Daphne, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- THE SERVICE CONTRACTOR:

- A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Daphne and the State of Alabama as required. The Service Contractor shall designate in writing a representative who have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- B. The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C. Execution of the Agreement by the Service Contractor shall constitute a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed, and correlated personal observation with requirements of the Contract Documents.

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

- B. Changes in the work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.
- SCHEDULE:
The date of the commencement of the Agreement is upon a notice to proceed being issued by the City and shall extend for a period of one (1) year. No work shall commence and no materials shall be ordered before this date. Unless written notice is given by either party, the contract is intended to include a provision to have the term automatically renew for two (2) one year terms.
 - PAYMENTS:
 - A. **CONTRACT SUM:** The Contract Sum is in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of Work under the Contract Documents.
 - B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
 - C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Agreement as follows:
 - a. Payments shall be made on a monthly basis, for completed work as specified.
 - b. Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values and payments shall be made in accordance with accepted Schedule of Values listed in the Contract Documents.
 - SAFETY:
 - A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement.
 - B. The Service Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
 - a. employees on the Work and other persons who may be affected hereby;
 - b. the Work and materials and equipment to be incorporated therein;
 - c. other property at the site of adjacent thereto.
 - C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
 - D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 14 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
 - E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl

(PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

- F. In an emergency affecting safety or persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury, or loss.

- INSURANCE:

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

- ❖ Minimum policy limits are as follows:

- General Liability Aggregate - \$2,000,000 minimum
- Each Occurrence - \$1,000,000 minimum
- Automobile Liability - \$1,000,000 minimum
- Workers Compensation-Statutory amount & coverage as required by state law, Employer's Liability - \$1,000,000 minimum

- ❖ The following items should be listed in "Description of Operations" section of the certificate:

- City of Daphne listed as **Additional Insured**
- **the box next to the term "Certificate Holder" must be marked**
- Agree to hold City harmless and waive right of subrogation

- ❖ Description of the applicable project/work performed for insurance coverage clarification

- **In addition the company name you list on the Certificate must be the same company name on the invoice billed to the City and on the check issued by the City. Listing a D/B/A on the Certificate is acceptable.**
- Contractor is responsible for any deductible clause in policy.

- MISCELLANEOUS PROVISIONS:

A. The Agreement shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Agreement shall be made without the written permission of Surety providing bonding and the City of Daphne.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action of failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where

Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

- G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
 - H. On all jobs with the City of Daphne, a city business license is required. Bidders may obtain information on licensing by contacting the City Revenue Department, Post Office Drawer 1047, Daphne, AL 36526 or calling (251) 620-1250.
 - I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Daphne Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Daphne not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same. Also, City of Daphne encourages the Service Contractor make every reasonable effort to assure a portion of the work performed under contract be awarded to *qualified* small, minority and women business enterprises.
 - J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the City of Daphne sales tax), and shall comply with all laws, regulations, and codes applicable to the site on which the Work is to be performed.
 - K. All work performed shall be in conformance with the appropriate codes of the City of Daphne.
 - L. The laws of the State of Alabama apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- TERMINATION OR SUSPENSION OF THE CONTRACT:
 - A. The owner may terminate the Agreement for cause if the Service Contractor:
 - a. fails to perform service in a satisfactory manner; or
 - b. repeatedly refuses or fails to supply properly skilled workers or proper equipment of materials; or
 - c. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
 - B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days written notice, withhold payments and terminate the Agreement.
 - C. The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause upon thirty (30) days written notice.
 - D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.
 - CLAIMS AND DISPUTES:
 - A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim.

- B. Claims by either the Owner or Service Contractor must be initiated with twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D. Claims, disputes, or other matters in controversy arising out of or related to the Agreement shall be subject to litigation.

SCOPE OF SERVICES

SCOPE OF SERVICES:

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

- 1) City Hall - 1705 Main Street, Daphne, AL 36526
- 2) Library – 2607 US Highway 98, Daphne, AL 36526
- 3) Recreation/Senior Center – 2605 US Highway 98, Daphne, AL 36526

GENERAL REQUIREMENTS:

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

13. All areas shall be cleaned according to these specifications and at the time and frequencies designated.
14. No invoices for buildings shall be approved for payment if areas are not properly cleaned. The Service Contractor shall increase cleaning to whatever degree may be found appropriate and subject to approval of the City of Daphne. Follow-up shall be continued as long as the problem persists.
15. Do not disturb items on desks, tables, chairs, etc. unless otherwise specified in writing. If there are items on the floor, contact the City of Daphne for direction.
16. All surfaces designated shall be dusted with clean cloths, dusters, brushes, etc. Any surface with fingerprints, dirt, markings, etc. shall be cleaned with a clean damp cloth and the appropriate cleaners.
17. All telephones shall be cleaned and sanitized with clean cloths and disinfectant for bacteria, germs, and odor.
18. All drinking fountains, containers, toilet partitions/fixtures etc. shall be cleaned, sanitized and disinfected with the appropriate cleanser, if applicable, using standardized methods/procedures for cleaning.
19. Remove fingerprints, spots, dirt, etc. from furniture, doors, frames, etc. and shall be cleaned, sanitized and disinfected with the appropriate cleanser, if applicable, using standardized methods/procedures for cleaning.
20. Clean all glass, (interior only) with a city provided glass cleaner using standardized methods/procedures for cleaning.
21. All non-carpeted flooring shall be mopped clean with clean water and the city provided cleanser using standardized methods/procedures for cleaning. Floors shall be polished to maintain protective coating.
22. All carpeted areas of the City of Daphne buildings shall be thoroughly vacuumed using a commercial vacuum cleaner with a roller brush/brush roll in all areas. All paper, rubbish, visible dirt, stains, etc. shall be removed. Remove all light furniture and vacuum thorough and around the heavy furniture.
23. Building layouts are attached, See Exhibit B - Building Layouts.
24. The City of Daphne reserves the right to have any Service Contractor's personnel removed, relocated, and/or barred for any City of Daphne location at any time. Service Contractor will replace the employee immediately upon notification by the City of Daphne.
25. Disposal of chemicals and waste material shall be performed in accordance with the Clean Water Act; the Alabama Water Pollution Control act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the City of Daphne Ordinance 2014—09 Illicit Discharge Ordinance that regulates Storm Water discharges. All waste water with oils, grease, etc. shall be properly contained and disposed of. It cannot be directed into the storm drains. The Service Contractor must:
 - a. Provide protection and conduct janitorial services in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- b. Comply with City of Daphne and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable discharges.
- c. See City of Daphne Ordinance 2014—09 Illicit Discharge Ordinance that regulates Storm Water discharges.
- d. Obtain approval of “Best Management Practices” from the City of Daphne’s Environmental Management Department before any work can commence.
- e. Obtain any necessary permits that may be required due to discharges.

SPECIFIC REQUIREMENTS:

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

ADDITIONAL SERVICES:

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

EXHIBIT A

DETAIL SCOPE OF SERVICES BY LOCATION: City Hall, 1705 Main Street

Restrooms

Frequency: Three Times Weekly

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

Kitchen and Breakroom Areas

Frequency: Three Times Weekly

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

Offices and Common Areas

Frequency: Three Times Weekly

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

Frequency: Weekly

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

Frequency: Monthly

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

All Non- Carpeted Floors

Frequency: Three Times Weekly

1. Dust mop or sweep.

Frequency: Weekly

1. Damp mop all non-carpeted floors.

All Carpeted Areas

Frequency: Weekly

1. Vacuum entire carpeted areas or as needed.

Stairways and Halls

Frequency: Three Times Weekly

1. Dust mop or sweep steps.

Frequency: Weekly

1. Damp mop steps.

Elevator

Frequency: Weekly

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

EXHIBIT A (Continued)

DETAIL SCOPE OF SERVICES BY LOCATION: Library, 2607 US Highway 98

Restrooms

Frequency: Daily

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

Kitchen and Breakroom Areas

Frequency: Daily

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

Offices and Common Areas

Frequency: Three Times Weekly

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

Frequency: Weekly

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

Frequency: Monthly

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

All Non- Carpeted Floors

Frequency: Daily

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

All Carpeted Areas

Frequency: Daily

1. Vacuum Children's Room and Community Room.

Frequency: Weekly

1. Vacuum remaining carpeted areas.

Stairways and Halls

Frequency: Three Times Weekly

1. Dust mop or sweep steps.

Frequency: Weekly

1. Damp mop steps.

Elevator

Frequency: Weekly

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

EXHIBIT A (Continued)

DETAIL SCOPE OF SERVICES BY LOCATION: Senior/Fitness Center, 2605 US Highway 98

Restrooms

Frequency: Daily

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

Offices and Common Areas

Frequency: Three Times Weekly

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

Frequency: Weekly

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

Frequency: Monthly

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

All Non- Carpeted Floors

Frequency: Three Times Weekly

1. Dust mop or sweep.

Frequency: Weekly

1. Damp mop all non-carpeted floors.

All Carpeted Areas

Frequency: Weekly

1. Vacuum entire carpeted areas or as needed.

EXHIBIT B

BUILDING LAYOUTS

1705 MAIN STREET DAPHNE CITY HALL

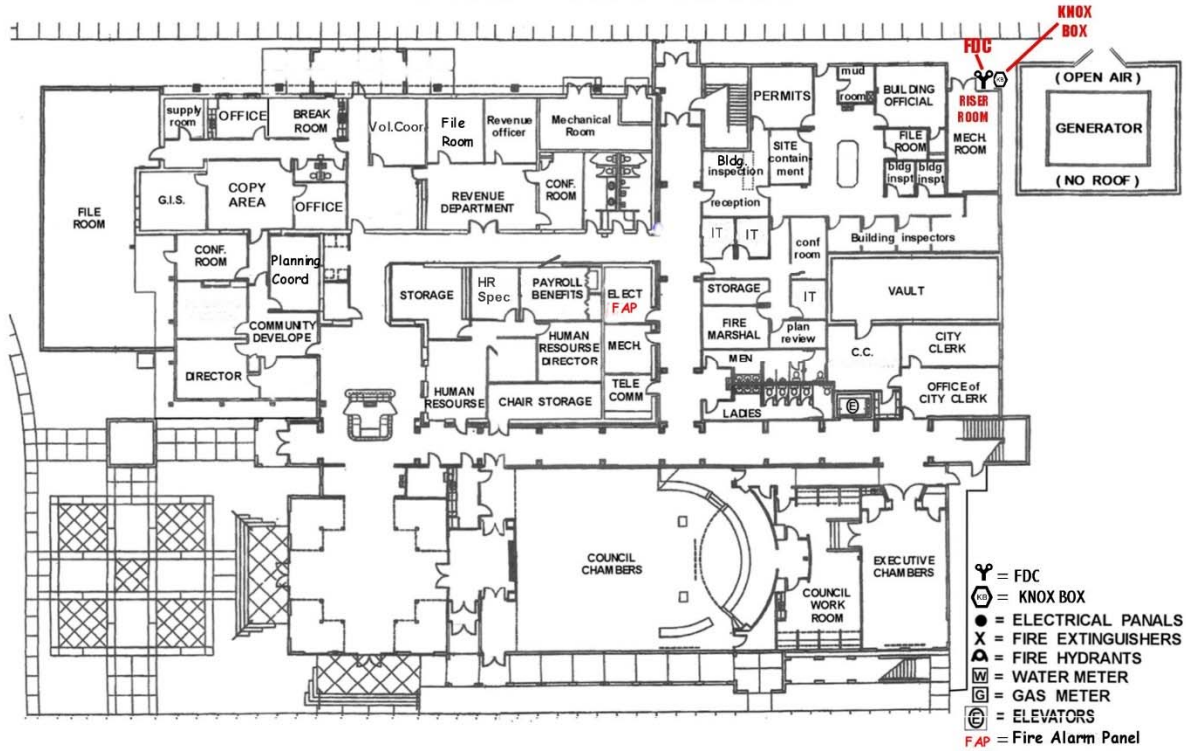


Figure B-1

EXHIBIT B (Continued)

BUILDING LAYOUTS

SECOND FLOOR of DAPHNE CITY HALL

- = Existing
- = Optional

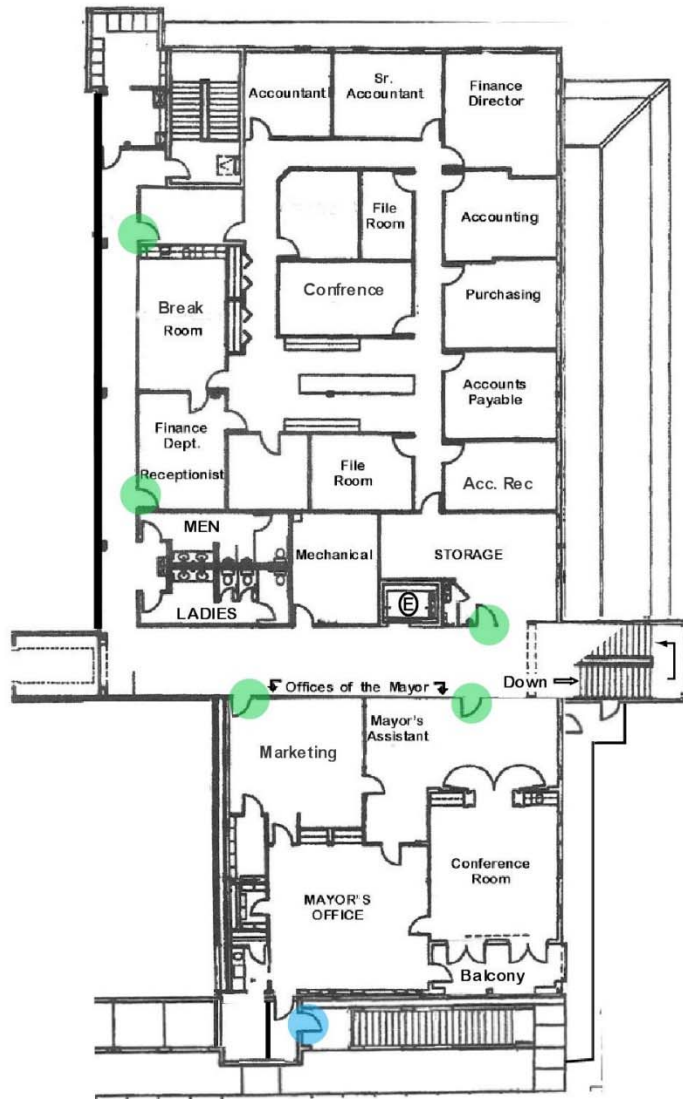


Figure B-2

EXHIBIT B (Continued)

BUILDING LAYOUTS

2607 U.S. Highway 98 Public Library

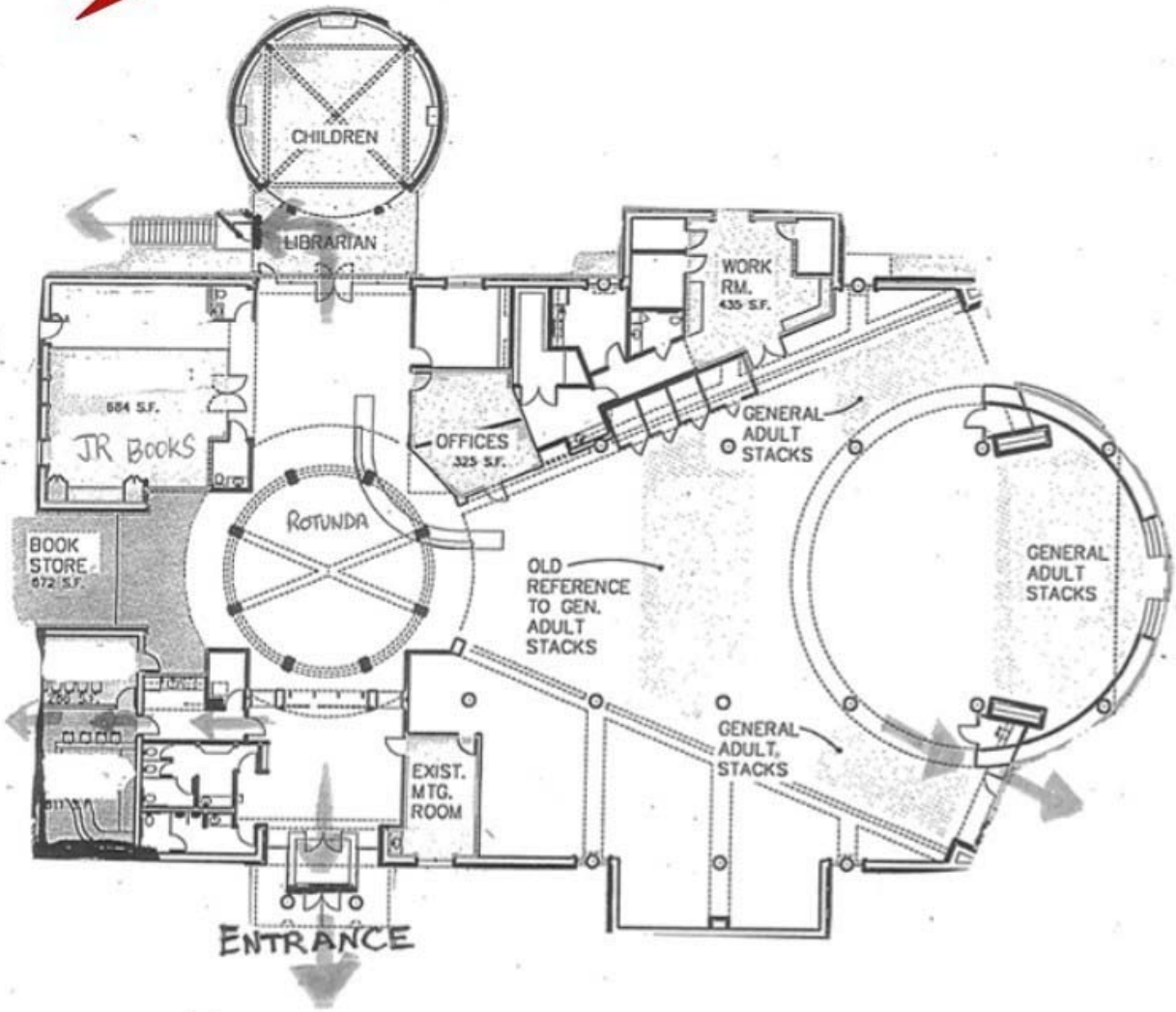


Figure B-3

EXHIBIT B (Continued)

BUILDING LAYOUTS

2605 US HIGHWAY 98
DAPHNE RECREATION DEPARTMENT
AND SENIOR CENTER

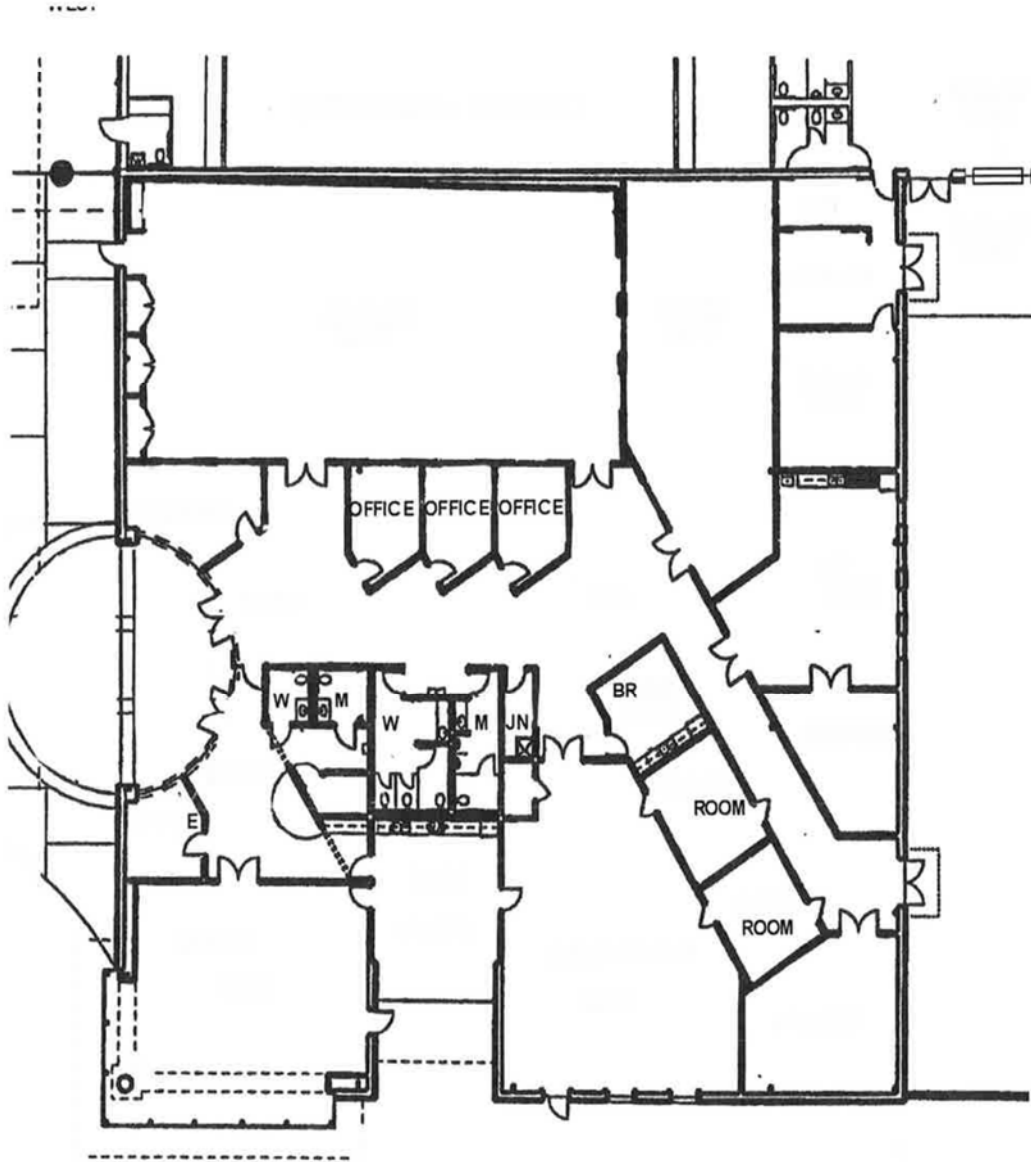


Figure B-4

EXHIBIT C

REQUIRED BID SUBMITTAL FORMS

Service Contractor References

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

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

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

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

Signature Submittal–Disclosure Information

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

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS

(Please

explain): _____

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

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

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

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

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

IN PERSON:

CITY OF DAPHNE
FINANCE DEPARTMENT
ATTENTION: SUZANNE HENSON
1705 MAIN STREET
DAPHNE, ALABAMA 36526

BY MAIL:

CITY OF DAPHNE
FINANCE DEPARTMENT
ATTENTION: SUZANNE HENSON
P.O. BOX 400
DAPHNE, ALABAMA 36526

BID FORM

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

SUBMIT FOUR (4) COPIES (One Original and three copies)

Location: City of Daphne City Hall, 1705 Main Street, Daphne, AL

Year 1 – Initial Term: \$ _____/month x 12 months = \$ _____
Year 2 – 1st Additional Term \$ _____/month x 12 months = \$ _____
Year 3 – 2st Additional Term \$ _____/month x 12 months = \$ _____

Location: City of Daphne Library, 2607 US Highway 98, Daphne, AL

Year 1 – Initial Term: \$ _____/month x 12 months = \$ _____
Year 2 – 1st Additional Term \$ _____/month x 12 months = \$ _____
Year 3 – 2st Additional Term \$ _____/month x 12 months = \$ _____

Location: City of Daphne Recreation/Senior Center 2605 US Highway 98, Daphne, AL

Year 1 – Initial Term: \$ _____/month x 12 months = \$ _____
Year 2 – 1st Additional Term \$ _____/month x 12 months = \$ _____
Year 3 – 2st Additional Term \$ _____/month x 12 months = \$ _____

Bid shall include all applicable sales and use taxes and shall be provided in whole dollar amounts with no cents.

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

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

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

EXHIBIT D
SAMPLE FORMS

Sample Contract

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

ARTICLE 1. Statement of Work Performed:

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

- a. City Hall - 1705 Main Street, Daphne, AL 36526
- b. Library – 2607 US Highway 98, Daphne, AL 36526
- c. Recreation/Senior Center – 2605 US Highway 98, Daphne, AL 36526

ARTICLE 2. Terms of Conditions:

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

ARTICLE 3. Contract Sum:

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

Location: City of Daphne City Hall, 1705 Main Street, Daphne, AL

Year 1 – Initial Term: \$ _____/month x 12 months = \$ _____
Year 2 – 1st Additional Term \$ _____/month x 12 months = \$ _____
Year 3 – 2st Additional Term \$ _____/month x 12 months = \$ _____

Location: City of Daphne Library, 2607 US Highway 98, Daphne, AL

Year 1 – Initial Term: \$ _____/month x 12 months = \$ _____
Year 2 – 1st Additional Term \$ _____/month x 12 months = \$ _____
Year 3 – 2st Additional Term \$ _____/month x 12 months = \$ _____

Location: City of Daphne Recreation/Senior Center 2605 US Highway 98, Daphne, AL

Year 1 – Initial Term: \$ _____/month x 12 months = \$ _____
Year 2 – 1st Additional Term \$ _____/month x 12 months = \$ _____
Year 3 – 2st Additional Term \$ _____/month x 12 months = \$ _____

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

UNIT PRICES – for Additional Services

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

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

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

ARTICLE 4. Payments:

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

- A. Payments shall be made on a monthly basis in twelve (12) equal installments, for completed work as specified.
- B. Original invoices shall be mailed to Finance Department, P.O. Box 400, Daphne, AL 36526 upon which they will be reviewed by the Service Contractor Administrator for review and approval.

ARTICLE 5. Termination of the Contract:

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

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

ARTICLE 6. Contract Documents:

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

ARTICLE 7. Insurance:

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

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

D/B/A on the Certificate is acceptable.

- Contractor is responsible for any deductible clause in policy.

ARTICLE 8. Miscellaneous Provisions:

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

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

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

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

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

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

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

Assignments. The Service Contractor shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without written consent of City of Daphne. In case the Contractor assigns all or any part of any monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this Agreement.

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

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

WITNESS OUR HANDS THIS _____ DAY OF _____, 2019

By: _____
CONTRACTOR

Mayor

Printed Name & Title

ATTEST: _____ ATTEST: _____
Company Secretary City Clerk

Date Signed: _____ Date Signed: _____

Business Address

City, State & Zip Code

E-Verify / Immigration Law Compliance

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

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

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

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

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

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

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

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

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

City of Daphne, AL
1705 Main Street
P.O. Box 400
Daphne, AL 36526

PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

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

NOTE: signature page is considered proof of enrollment.

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

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

Authorized Signature