

## CALL FOR BIDS

**Project Name**            **Service Contract - Mobile, Alabama Cruise Terminal - Carpet Cleaning**

**Project Location**      **Mobile, Alabama Cruise Terminal**

**Project Number**        **SC-018-25**

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on Wednesday, September 17, 2025, no later than 2:00 PM local time. Bids shall be deposited in the box labelled "City of Mobile Bids" in the elevator lobby of the 9th Floor, South Tower, Government Plaza or sent by U. S. Postal Service or another carrier, addressed to the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 (or City Clerk, P. O. Box 1827, 36633-1827, if sent by regular mail via the U. S. Postal Service) no later than 2:00 PM local time. The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza.

A pre-bid conference shall be held at the Main Entrance of the Mobile, Alabama Cruise Terminal, 201 South Water Street, Mobile, AL 36602, on Wednesday, September 3rd, 2025, at 10:00am.

Bid Documents are on file and may be examined and obtained from the following location:

[www.cityofmobile.org/bids/](http://www.cityofmobile.org/bids/)

# THE CITY OF MOBILE MOBILE, ALABAMA



## PROJECT MANUAL FOR SERVICE CONTRACT - MOBILE, ALABAMA CRUISE TERMINAL CARPET CLEANING

SC-018-25

City of Mobile, Alabama  
Building Services Department  
P. O. Box 1827  
Mobile, AL 36633-1827  
(251) 208-7454

August 27, 2025

Bid Date: September 17, 2025

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**END OF SECTION**

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**INVITATION TO BID**

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You are invited to submit a sealed bid for the following Contract:

**PROJECT NAME:** SERVICE CONTRACT - MOBILE, ALABAMA CRUISE  
TERMINAL - CARPET CLEANING

**PROJECT LOCATION:** MOBILE, ALABAMA CRUISE TERMINAL

**PROJECT NUMBER:** SC-018-25

All as described in the Specifications (Documents) prepared by the City of Mobile, Building Services Department.

**1. BID DATE:**

- A. Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until **2:00 P.M., Wednesday, September 17, 2025**, in the Office of the City Clerk, 9<sup>th</sup> Floor, South Tower, Government Plaza, 205 Government St., Mobile, Alabama, 36602.
- B. All Bids not clocked in at the Office of the City Clerk prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 P.M. in the Atrium Lobby of Government Plaza, 205 Government St., Mobile, Alabama.

**2. BID DOCUMENTS AND SPECIFICATIONS:**

- A. The Project Manual, including all Bid Documents and Specifications, may be obtained from the City of Mobile, Department of Building Services, 5<sup>th</sup> Floor, South Tower, Government Plaza, 205 Government St., Mobile, Alabama, 36602, or [www.cityofmobile/bids](http://www.cityofmobile/bids). No deposit will be required.

**3. BID SECURITY: (Required on bids \$10,000 or more)**

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, made payable to the City of Mobile or Bid Bond in the amount of 5% of the Bid Amount but in no event more than \$10,000, is required to accompany bid.
- B. Bid Bond shall be valid for a minimum of 60 days from the date of the Bid.

**4. PRE-BID CONFERENCE**

- A. A pre-bid conference shall be held at the Main Entrance of the Mobile, Alabama Cruise Terminal, 201 South Water Street, Mobile, AL 36602, on **Wednesday, September 3, 2025, at 10:00am**.

**5. IRREGULARITIES AND REJECTION:**

- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

## INSTRUCTIONS TO BIDDERS

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### THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS:

#### 1. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Building Services Department as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

#### 2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Service Contract Administrator errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Service Contract Administrator at least three (3) calendar days prior to the date for receipt of Bids.
- C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

#### 3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on the Bid Form as set forth herein.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- C. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- D. All requested Unit Prices and Allowances shall be bid and the Schedule of Values completely filled in.
- E. Addenda issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum. Failure to acknowledge the Addenda on the Bid Form may cause bidder to be disqualified.

#### 4. BID SECURITY:

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, made payable to the City of Mobile or Bid Bond in the amount of 5% of the Bid Amount but in no event more than \$10,000, is required to accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder

refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The City reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

**5. EXAMINATION OF DOCUMENTS AND SITE OF THE WORK:**

- A. Before submitting a Bid, Bidders should carefully examine the Specifications, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

**6. SUBMISSION OF BIDS:**

- A. Bid, Bid Security, and other supporting data as specified shall be submitted in a sealed, opaque envelope, approximately 9" x 12" or larger and shall be marked on the outside with the words, **"Sealed Bid for SERVICE CONTRACT – MOBILE ALABAMA CRUISE TERMINAL - CARPET CLEANING"**, along with the Building Services Department's project number, the Bid Date, and Service Contractor's name, address, and City of Mobile license number.
- B. Bids shall be deposited in the box labelled "City of Mobile Bids" in the elevator lobby of the 9<sup>th</sup> Floor, South Tower, Government Plaza, 205 Government Street, Mobile, AL 36602 prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

**7. MODIFICATION OR WITHDRAWAL OF BIDS:**

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

**8. CONSIDERATION AND AWARD OF BIDS:**

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
- C. It is the intent of the City to award a Contract to the lowest responsible and responsive Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.
- D. The award shall be based on the lowest Total Base Bid as listed on the Bid Form.

**9. PROOF OF COMPETENCY OF BIDDER:**

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

**10. SIGNING OF CONTRACT:**

- A. The Standard Contract Between City of Mobile and Service Contractor sample included herein) shall serve as the Agreement between the City and Service Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Service Contract Administrator, the following items, along with an electronically signed Agreement:
  - 1. Certificate of Insurance, along with all required endorsements
  - 2. Evidence of enrollment in the E-Verify program.
  - 3. Enrollment in the City of Mobile's Vendor Registration Portal:  
<https://www.cityofmobile.org/bids/vendor-portal-information/>
  - 4. Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to 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.

**11. SOCIALLY AND ECONOMICALLY DISADVANTAGED EMPLOYMENT:**

- A. Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities, see attached Subcontracting & Major Supplier Plan.

**12. AMERICANS WITH DISABILITIES ACT (ADA):**

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 and 2010 which prohibits discrimination against individuals with disabilities.

**13. USE OF DOMESTIC PRODUCTS:**

- A. Section 39-3-1, Alabama Code, 1975, provides that the Service Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Service Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

**14. NON-RESIDENT (OUT OF STATE) SERVICE CONTRACTORS:**

- A. Preference to Resident Service Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Service Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

**15. LOCAL PREFERENCE AWARDS**

- A. The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50, Code of Alabama (1975) allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here is how these preferences work:
- 1) The Competitive Bid Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with a value of \$30,000 or more, and for the lease of personal property where the terms of the lease require payment of \$30,000 or more.
  - 2) State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
  - 3) Resident Responsible Bidders- The City may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.
  - 4) Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
  - 5) Preference for Resident Responsible Bidders against Foreign Entities- The City may award a bid to a responsible bidder with a place of business within the city or its police jurisdiction if the bid is not more than 10% more than the



apparent lowest responsible bid submitted by a Foreign Entity.

- 6) Preference for Disadvantaged Businesses- The City may award a bid to a “qualifying” responsible bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a “qualifying” responsible bidder is: (1) a woman-owned enterprise; (2) an enterprise of small business, as defined in Section 25-10-3; (3) a minority owned business enterprise; (4) a veteran-owned business enterprise; or (5) a disadvantaged-owned business enterprise.

B. Summary of Preferences:

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the City. Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama. A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest bidder that does not have a place of business in Alabama.

C. City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

D. “Place of Business”:

The City considers a “place of business” to be a specific location actually occupied, either continually or on a regular basis, by the City or someone in the City’s employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity’s “place of business,” such as an individual’s home or residence, or an agent’s or attorney’s office who may represent multiple parties out of that specific location, do not qualify as a “place of business” for these purposes.

“Owned” means 51% or greater active ownership by a person or persons of the designated preference category.

E. Questions to be answered by all vendors (regardless of whether intending to claim a preference):

- 1) Do you operate a place of business within the City of Mobile or the City’s police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
- 2) If you do not have a place of business within the City or the City’s police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
- 3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in

one or more of these categories. Please submit any current certifications you may have relating to these categories.

**16. ALABAMA IMMIGRATION ACT**

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012- 491), requires that Service Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Service Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City.

**17. ANTI-BOYCOTT STATEMENT**

- A. Public contracts with entities engaging in certain boycott activities:  
(a) Per State of Alabama Code, Section 41-16-5, (b) (Act No. 2016-312), subject to subsection, and (c) a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- B. This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.
- C. This section does not apply to contracts with a total potential value of less than fifteen thousand dollars (\$15,000).
- D. Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

**18. CITY OF MOBILE BUSINESS LICENSE**

- A. City of Mobile Business License is required and must be current at time of bidding.

**END OF SECTION**



**AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR  
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

**BETWEEN the Owner:**

**CITY OF MOBILE  
205 Government Street  
P O Box 1827  
Mobile, Alabama 36633**

**And the Contractor:**

**BUSINESS NAME \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
City Business License No.: \_\_\_\_\_**

**For the following Project:**

**SERVICE CONTRACT – MOBILE, ALABAMA CRUISE  
TERMINAL – CARPET CLEANING**

**MOBILE, ALABAMA CRUISE TERMINAL  
201 S. WATER ST.  
MOBILE, ALABAMA 36602**

**PROJECT NUMBER: SC-018-25**



## **AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR**

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement ( the “Effective Date”), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as “Contractor.”

This Agreement, including its Exhibits A, B, C, D, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Project Manual for SC-018-25 on August 27, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

### **1.0 CONTRACTOR’S SERVICE**

- 1.1** The Contractor agrees to diligently provide all materials, services and labor for the performance for the Mobile, Alabama Cruise Terminal – Carpet Cleaning (the “Project”), in accordance with the Scope of Work made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

**2.0 TERM**

- 2.1** This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B, Bid Form, attached hereto and incorporated herein.

**3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE**

- 3.1** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \_\_\_\_\_ for the entire Project in accordance with Exhibit B attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Real Estate Asset Management Deputy Director of Planning and Administration, Chad Holm.
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

**4.0 METHOD OF PAYMENT**

- 4.1** The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Real Estate Asset Management Deputy Director of Planning and Administration indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the Real Estate Asset Management Deputy Director of Planning and Administration who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

**5.0 ADDITIONAL SERVICES**

- 5.1** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- 5.2** If the City's Real Estate Asset Management Deputy Director of Planning and Administration requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

## **6.0 LIABILITY OF CONTRACTOR**

- 6.1** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).
- 6.2** This section of the Agreement will survive the expiration or termination of the Agreement.

**7.0 CONTRACTORS INSURANCE**

- 7.1** Contractor shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

**8.0 RESPONSIBILITIES OF THE CONTRACTOR**

- 8.1** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

**8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

## **9.0 TIME FOR PERFORMANCE**

**9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

## **10.0 FORCE MAJEURE**

**10.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

## **11.0 OBLIGATIONS OF THE CITY**

**11.1** City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

**11.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

**11.3** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.



- 11.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

## **12.0 TERMINATION**

- 12.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 12.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 12.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 12.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 12.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- 12.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 12.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of

the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

### **13.0 DISPUTE RESOLUTION**

- 13.1** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.
- 13.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 13.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 13.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 13.5** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- 13.6** Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

### **14.0 CONTRACTOR WARRANTY**

- 14.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 14.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In

such case, the Contractor shall refund to the City any money which has been paid for same.

**14.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

**14.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

## **15.0 SUSPENSION/STOP WORK ORDER**

**15.1** The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

**15.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 12.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

## **16.0 NOTICES**

**16.1** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Director of Real Estate Asset Management Carleen Stout-

Clark or the Director's designated representative, Deputy Director of Planning and Administration, Chad Holm.

- 16.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile Building Services

c/o: Chad Holm

City's Authorized Agent

P.O Box 1827

Mobile AL 36633-1827

CONTRACTOR:

\_\_\_\_\_  
c/o \_\_\_\_\_

Contractor's Authorized Agent

Address \_\_\_\_\_

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

- 16.3** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

## **17.0 DEFAULT/ BREACH**

- 17.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing,

equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

## **18.0 EFFECT OF DEFAULT**

- 18.1** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

## **19.0 WITHHOLDING PAYMENT DUE**

- 19.1** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

## **20.0 CURE PLAN**

- 20.1** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

**21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING**

- 21.1** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

**22.0 PEER REVIEW/VALUE ENGINEERING**

- 22.1** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

**23.0 ANTI-BOYCOTT**

- 23.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

**24.0 NON-DISCRIMINATION**

- 24.1** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**25.0 COMPLIANCE WITH IMMIGRATION LAW**

- 25.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall

provide documentation establishing that Contractor is enrolled in the attached Exhibit D, *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

## **26.0 MISCELLANEOUS**

- 26.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 26.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 26.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 26.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 26.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 26.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 26.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 26.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 26.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 26.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- 26.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 26.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 26.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 26.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 26.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 26.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 26.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 26.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.



- 26.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 26.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CITY OF MOBILE, A Municipal Corporation

**OWNER: City of Mobile**

**SERVICE CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor, City of Mobile

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**(Corporate Seal if applicable)**

**ATTEST:**

\_\_\_\_\_  
City Clerk

STATE OF ALABAMA  
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of \_\_\_\_\_.

Sworn to and subscribed for me this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF ALABAMA AT-LARGE  
My Commission Expires:

**END OF SECTION**

**SCOPE OF WORK****August 27, 2025****Scope of Services:**

The Mobile, Alabama Cruise Terminal is a dedicated passenger cruise terminal, located at 201 South Water Street, Mobile, AL 36602. The Cruise Terminal currently handles approximately 5,000 passengers every 6-8 days over a 12-hour period. Due to this high level of foot traffic and the specialized function of the facility, the carpeted areas of the building need regular, specialized cleaning and require the highest quality of work from the Service Contractor.

The Scope of Work is to provide all labor, tools, equipment, insurance, cleaning materials and other supplies necessary for the cleaning of the carpeted areas within the Customs & Border Protection Offices, Concourse/ Terminal Area, Cruise Terminal Administrative Offices, Elevator Tower, and Passenger Elevators. This work includes all labor and tools needed to remove prior to cleaning, and return after carpet has dried, all furniture, fixtures, planters, etc. from the carpeted areas to be cleaned (permanently installed items such as x-ray machines and metal detectors are not to be moved):

**General**

1. Carpet is a 100% solution dyed nylon carpet tile.
2. Carpeted area to be cleaned is as follows:
  - a. Customs & Border Protection (CBP) Offices (Level 1) - approximately 1,450 square feet\*
  - b. Concourse/Terminal Area (Level 2) - approximately 21,600 square feet\*
  - c. Administrative Offices (Mezzanine-Level 3) – approximately 1,470 square feet\*
  - d. Walk-off mats on each of the Three (3) floors of the Elevator Tower – approximately 100 square feet\*
  - e. Floor 1 of the Elevator Tower and Level 1 of the Terminal Building – approximately 1,340 square feet\*
  - f. Two (2) Passenger Elevators – approximately 40 square feet\*

**\*Approximate areas are listed for reference only. Bidders shall verify all areas and shall base their bids on measurements taken in the field.**

3. All carpet cleaning shall occur between the hours of 8:00 am and 4:00 pm on non-cruise days as directed by Cruise Terminal staff. Exact dates of cruise schedules, and correlated facility availability dates for contracted carpet cleaning, may vary from year to year and must be coordinated with Cruise Terminal staff.
4. Service Contractor shall be responsible for the removal and relocation of all furniture, fixtures, and any other movable items from the area to be cleaned. Dollies and other moving equipment will NOT be provided.
5. Service Contractor shall provide all required and necessary equipment to complete the scope of work including, but not limited to, all extension cords, air handlers/dryers, cleaning products, chemicals, cleaning equipment, etc. Cruise Terminal power and water will be available for use for cleaning operations.

6. Carpet shall be thoroughly vacuumed prior to beginning carpet cleaning.
7. Carpet shall be prepared and cleaned in general conformance with the Maintenance of Shaw Contract Group Carpets (attached as Exhibit A). Cleaning materials and equipment shall be as approved by the Carpet and Rug Institute, Inc. and Shaw Carpet, Inc.
8. Cleaning by the use of a high performance hot water extraction system, commonly referred to as a “steam cleaning” system, is the required cleaning process for this level of cleaning. Self-contained, walk-behind machines may be used as long as they are considered hot water extraction equipment commonly used by industry professionals. This type of machine applies the cleaning solution at a rate which is balanced with the recovery capability of the machine. A truck mounted unit located outside of the building with only the hose(s) and wand(s) brought inside that can reach the entire width and length of the Cruise Terminal (Refer to Exhibit A Maintenance of Shaw Contract Group Carpets for additional information.).
9. Service Contractor shall ensure that carpet has thoroughly dried and all furniture, fixtures and any other movable items have been returned to their original location prior to leaving the site.
10. The Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules. Workers must have a Transportation Worker Identification Credential (TWIC) badge, or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at <https://www.tsa.gov/for-industry/twic>.
11. On-site parking or staging of Service Contractor’s vehicles shall be only as directed by Cruise Terminal staff.
12. Due to limited facility storage space, Service Contractor will not be allowed to store supplies and equipment on site.

### **Carpet Cleaning Services**

- A. Deep Cleaning  
Customs & Border Protection offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine – Level 3): Cleaning Frequency - Three (3) times per year (in July, November and March or as otherwise directed by Owner)
- B. Deep Cleaning  
Concourse/Terminal Area (Level 2), Walk-off mats on each of the three (3) floors of the Elevator Lobby, Level 1 of Terminal, and Two (2) Passenger Elevators: Cleaning Frequency – Twelve (12) times per year (once per month)
- C. Spot Cleaning  
Concourse/Terminal Area (Level 2), Walk-off mats on each of the three (3) floors of

the Elevator Tower, Elevator Lobby, Level of Terminal, and Two (2) Passenger Elevators

Type 1 - Cleaning of a single or multiple spots with a total area of no larger than 144 square feet, as identified by Cruise Terminal staff. Cleaning Frequency – Anticipated Forty (40) times per year (as directed by Cruise Terminal staff)

Type 2 - Cleaning of a single or multiple spots with a total area of no larger than 1,000 square feet, as identified by Cruise Terminal staff. Cleaning frequency – Anticipated Ten (10) times per year (as directed by Cruise Terminal staff)

No guarantees of service requests should be implied or suggested. The Owner reserves the right to increase or decrease the frequency of carpet cleaning as needed throughout the contract term. Unit Prices for each type of service will govern.

**END OF SECTION**

## MAINTENANCE OF SHAW CONTRACT GROUP CARPETS

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Shaw Contract Group tile and broadloom carpets are quality engineered to provide a long useful life and enhance the indoor environment. Carpet offers many advantages over other flooring systems, such as reduced fatigue, sound absorption, and lower life cycle costs.

From the start, the carpet maintenance program should be considered part of the carpet buying decision. If proper maintenance is neglected, the carpet's appearance will suffer, shortening the carpet's useful life and raising long term costs.

A comprehensive carpet care program consists of four elements:

- \* Reduction of soil entering the building
- \* Removal of dry soil
- \* Removal of spots and spills
- \* Cleaning by high performance hot water extraction

### THE IMPORTANCE OF PLANNING

Tailor the design of the program to the amount of traffic and type of soiling which vary by area. Due to higher traffic levels, entrance lobbies, elevators, and hallways will need more care than offices. Food service areas and entrances will require more effort due to the more difficult soiling conditions. Consult the chart for suggested frequencies by traffic levels.

<b>Traffic Level</b>	<b>Vacuum</b>	<b>Spot Clean</b>	<b>Hot Water Extraction</b>
<b>Light</b>	2-3 times/week	As needed	Annually
<b>Medium</b>	Daily	As needed	Twice/year
<b>Heavy</b>	1+ times/day	As needed	Quarterly
<b>Extra Heavy *</b>	1+ times/day	As needed	Minimum Monthly/as needed

**Light traffic = private offices & cubicles**

**Medium traffic = shared offices, interior hallways & conference rooms**

**Heavy traffic = entrances, elevators, main hallways, break rooms, work/copy rooms & mailrooms**

**\* Extra Heavy = airports & entries to hospitals, malls & theaters \*extra heavy traffic & soiling require frequent attention**

Although Shaw Industries products are designed for specific applications and are tested to withstand the tremendous beating that carpet receives in some uses, there are some conditions where appearance change must be expected. Carpet and other flooring materials where the oily

material from asphalt sealers is tracked into the building may become yellowed over time. This material stains not only carpet but other flooring materials as well. It is virtually impossible to remove all of this material once it has penetrated the fiber of any carpet. Walk off mats and periodic cleaning can reduce this phenomenon. When sealing asphalt parking lots specify a high quality sealer and ask the vendor for a warranty that this will not occur.

Areas where large amounts of sandy soil enter the building may become dull in appearance over time. This is due to abrasion of the fiber surface, reducing the reflection of light. This is minimized by frequent vacuuming.

### REDUCTION OF SOILING

One of the most critical aspects of maintenance is the use of walk-off mats at building entrances. Mats are also one of the least understood and neglected parts of the maintenance program. Walk-off mats greatly reduce the amount of soil carried into a building by foot traffic. Other areas where mats are beneficial are service entrances with direct contact to the outside, from the hard surface

area in a kitchen to the carpeted dining area in a restaurant, or at entrances from plant facilities into the offices. Various studies have shown that the cost of removing a pound of soil from a building ranges up to \$500 or more! Clearly, it is far cheaper to stop the dirt at the door.

The choice of mats is important because the cheaper mats do a poor job of trapping soil and have a short life span. Walk-off mats fall into two categories; those designed to remove and trap gritty soil and those intended to absorb water during wet weather. They should be used in combination.

Good soil removal mats have a coarse texture, are able to brush soil from shoes, and can hold large amounts of soil in their pile. The water absorbent mat is used inside to prevent tracked in moisture from getting to the carpet. A wet carpet acts like a giant shoe cleaner and soils rapidly. When both types of mats are used in combination, they should always be placed so that incoming traffic passes over the soil removal mat first, because the absorbent types have very little soil holding ability.

For mats to continue to trap soil, they should be cleaned on a regular basis, more frequently than the carpet. If accumulated soil is not removed, the mat will become overloaded and cannot prevent soil from entering the building - the mat may even become a source of soil itself. When a building is new or still under construction, soil may be tracked in from unfinished grounds so the mats need to be cleaned more often.

### REMOVAL OF DRY SOIL

Vacuuming is the **most significant element** in the maintenance of carpet and the overall appearance of the facility. Research has shown that 85% of the soil tracked into a building is dry, and the other 15% is oily. Vacuums are designed to remove the dry soil. Walking on soiled carpet permits the soil particles to work their way down into the pile where they are more difficult to remove. Frequent vacuuming removes soil particles from the surface before this happens. Heavily trafficked areas, such as entrances and major corridors, should be vacuumed at least once a day.

Areas with less traffic such as offices should be vacuumed every other day depending upon conditions.

#### Vacuum Cleaner Recommendations:

1. We only recommend use of vacuums certified in **The Carpet and Rug Institute (www.carpet- rug.org) Vacuum Cleaning Indoor Air Quality Program**. Vacuums specifically designed for commercial installations offer characteristics which help meet the demands of a good maintenance program.
2. For carpet tile and carpets that are **glued directly to the floor without cushion**, a vacuum with a rotating cylindrical brush, rather than a beater bar, should be used to agitate the pile and loosen the soil. Beater bars can damage the pile of direct-glued carpet if the machine height adjustment is set too low. This can also damage the vacuum.
3. Vacuums with either a beater bar or rotating brush can be used for carpet installed over pad, or with attached cushion backings. These vacuums are also recommended for double stick installations where the carpet is glued to the pad.
4. Bags that fill from the top are preferred over those that fill from the bottom. Replaceable paper bags or paper liners for cloth bags are better filters than cloth bags alone because they can trap more of the small particles that cloth bags allow to pass back into the air. Many vacuums can also be used with **micro filtration or high efficiency bags** which capture even smaller particles which tend to be related to allergy complaints and can also reduce the need for dusting. Check bags frequently and replace when 1/2 to 2/3 full to avoid a decrease in efficiency. When changing bags, also check the belt and replace if loose or worn.
5. A good vacuum is vital to prolonging the life of your carpet. A cheap vacuum can remove surface dirt but may not effectively remove the hidden particles embedded in the pile. This can lead to rapid appearance loss and complaints of poor product performance. A hundred dollars saved on the price of a vacuum can easily cost thousands of dollars in reduced useful life of the carpet

#### PILE LIFTING

Between cleanings, regular use of a **pile lifter** can remove deeply embedded dry sand and soil, help stand up the pile and renew the appearance of the carpet in high traffic areas such as traffic funnel zones, elevators, and lobbies. A pile lifter is an upright two motor vacuum with a large, adjustable motor driven brush, a high suction vacuum motor, and a sand trap. Using a pile lifter in traffic lanes just prior to cleaning removes the deeply embedded soil and opens up the pile so the hot water extraction can be more effective. **Follow the pile lifting with a thorough vacuuming.**

#### SPOT AND SPILL REMOVAL

All maintenance procedures mentioned thus far have been **planned**; spot and stain removal is the reaction to an **unplanned** incident. Therefore, it is desirable to have the needed materials handy by planning ahead of time. The professional cleaning companies have spot removal kits in



convenient carrying cases that contain all the necessary materials. For assistance with specific stain removal procedures, contact Shaw Industries Technical Services Department through Inforum at 877-502-7429.

#### General Instructions:

**Spot removal products that have been tested and certified in the Carpet and Rug Institute (CRI) Seal of Approval Program for cleaning products are recommended for specific spots. (Reference [www.carpet-rug.org](http://www.carpet-rug.org)) Additional spot removal procedures are listed below if professional and CRI certified products are not available:**

- \* Scoop up any solids gently with a spoon or dull knife. Absorb wet spills as quickly as possible by blotting with **white** paper or cloth towels.
- \* Always blot, **never scrub or rub abrasively**, because it may create a fuzzy area. When blotting, work from the outer edge in toward the center of the spot to avoid spreading the spill and enlarging the problem.
- \* Thorough removal of both the stain material and the detergent residue is critical to prevent re-soiling. Water extraction is the best way to accomplish this. Many cleaning equipment manufacturers offer small extraction machines specially designed for spot cleaning. These are small, lightweight and highly portable. They do an excellent job of rinsing after spot cleaning. They are also an excellent way to deal with body fluids on the carpet. For additional information on these machines call the Shaw Technical Services Department.
- \* Place several layers of white towels on the spot to draw out any remaining moisture. Weight them down with a heavy object that will not transfer color, such as a plastic jug of water.

#### Removal Procedures:

**A. WATER SOLUBLE STAINS** - Absorb as much as possible with white towels. Blot the affected area with more towels dampened with cool water until no more color transfers to the towels. If any of the stain remains, use a detergent solution of 1/2 teaspoon (no more) of **CLEAR** liquid hand dishwashing detergent (do not use those containing lanolin or hand lotions) to a quart of water in a clean spray bottle. You may also use a general purpose spot cleaner with a pH less than 10.

**For printed carpets, do not use cleaning agents with a pH higher than 8.** Spray lightly onto the spot and blot repeatedly with white towels. **Rinse thoroughly** by spraying with clean water, and then blot or extract. Do not use too much detergent because the residue will contribute to rapid re-soiling.

**A-1.** Either: apply a white vinegar solution (one part white vinegar to one part water) to a white towel and blot or spray onto spot. Continue as in **"A"** or use a slightly acidic spotter made for coffee, tea and other tannin stains rather than the detergent.

**A-2.** Either: apply a solution of household ammonia (one tablespoon of ammonia to one cup water) to a white towel and blot or spray onto spot. Continue as in **"A"** or use an alkaline spotter

made for removing blood and protein stains rather than the detergent. **Do not use on printed styles.**

**B. GREASE-** Blot as much as possible with white towels. Apply a solvent designed for grease removal to a towel and blot. **Use sparingly and do not pour or spray directly** on the carpet pile as damage to the backing or adhesive underneath may result. A better option is the use of a gel solvent. The advantage of the gel is that it remains on or near the surface where the grease is. The application is much more controllable and has two distinct advantages. By remaining in the area where gel is applied, it allows additional dwell time for the contaminant to soften and by not penetrating to the backing, there is no risk of carpet delaminating.

Use the towels to transport the solvent to the carpet. Repeat until no more color transfers to the towel. Protective gloves should be worn because the solvent will quickly remove oils from the skin and may result in irritation. Provide adequate ventilation and **do not use flammable solvents!** Rinse thoroughly by spraying with clean water, and then blot or extract. If needed, continue with procedures in **"A"**.

**C. FREEZE** areas with chewing gum and candle wax with ice or a commercially available product in an aerosol can. Shatter with a blunt object and vacuum before the chips soften. Follow up with solvent as in **"B"**. A better option is the use of a gel solvent.

**D.** Several specialty spotting products are available from cleaning industry suppliers to remove difficult stains such as Betadine, food dyes, mustard, etc... For specific specialty products, contact Shaw Technical Services through Inforum at 877-502-7429.

**E. RUST** can be removed in most cases with a 10% solution of oxalic acid which is available under several brand names at most stores selling cleaning products. Stubborn cases require 5% hydrofluoric acid which is difficult to obtain and dangerous to use. Both should be used with **caution** by a trained professional.

**RECOMMENDED PROCEDURES BY STAIN TYPE**

STAIN	REMOVAL PROCEDURE
Adhesive, Carpet*	B, A,
Alcoholic Beverages	A
Asphalt	B
Beer	A
Betadine*	A, D
Blood, wet Dry	A A-2
Butter	B
Chewing Gum	C
Chocolate	A-2
Coffee*	A-1, D
Cola Drinks	A
Cosmetics*	B, A, D
Crayon	B
Deicer, Salt	Vacuum, A
Excrement	A
Food Dyes*	A, D
Furniture Polish	A, B

STAIN	REMOVAL PROCEDURE
Grease, Auto Food	B A
Ink, Ballpoint Permanent Washable*	B B, D A
Lipstick	B
Milk	A
Mustard*	A, D
Nail Polish	Polish Remover
Paint, Latex, Wet Latex, Dry Oil	A B B
Rust*	E
Tea*	A-1, D
Toner, Copier	Vacuum, A
Unknown*	B, A
Urine	A-1
Vomit	A-1
Wax	C
Wine	A-2

\* Consulting a Trained Professional Cleaner is an option

**CLEANING**

Even with thorough vacuuming, cleaning is necessary to remove the 15% of soil which is the oily type material, as well as that which the vacuum cannot remove. In order to maintain acceptable appearance, the carpet **must** be cleaned on a periodic basis to prevent the carpet from becoming so dirty that it can no longer be cleaned satisfactorily. The frequency of cleaning must be adjusted to the rate at which soil accumulates; therefore, heavily trafficked areas typically require more frequent cleaning, as do areas with less traffic but more soil.

When the color of the carpet begins to look dull, it is time to clean the carpet. The traffic lanes will show this first. If the carpet is cleaned before it becomes excessively soiled, the cleaning will be more successful and a much easier task. This is especially important in places where oily soil is prevalent, such as the areas near streets or asphalt parking lots, and those around cooking or dining facilities.

Oil tends to oxidize slowly, forming a sticky material similar to varnish which becomes nearly impossible to remove as it ages.

Another stubborn problem is the salt or deicer from snow melt which accumulates in the carpet over winter. Salt pulls moisture from the air and prevents the carpet from drying as quickly as it normally would. Remember that damp carpet acts like a wet sponge to clean shoes and collect soil faster. The resulting black discoloration in the traffic lanes requires pretreatment with a traffic lane cleaner to break down the soiling and the use of hot, not warm, water to dissolve and remove the salt and soil. Residue from snow melt can cause possible damage, including discoloration. Salt is also an abrasive substance which can cause damage to the fibers.

#### *The Cleaning System:*

A number of cleaning systems are available; their effectiveness varies widely. When choosing the cleaning system, the important considerations are:

- It must clean effectively
- It must not damage the texture of the carpet
- It must not leave excessive residues of cleaning materials.

Shaw Industries recommendations are based on significant laboratory work and many years of experience in the field. **Shaw recommends only the high performance hot water extraction system, which research indicates provides the best capability for cleaning.** This system is commonly referred to as "steam cleaning" although no steam is actually generated. The process consists of applying a cleaning agent onto the pile, and using water in the extractor to recover the used solution and soil. This can be done from a truck-mounted unit outside the facility with only the hose and wand brought inside, or where a truck-mounted unit cannot reach, by a portable system brought into the facility.

A list of cleaning products that have been tested and certified in the Carpet and Rug Institute (CRI) Seal of Approval Program may be found at [www.carpet-rug.org](http://www.carpet-rug.org). For additional assistance contact Inforum at 877-502-7429.

The Hot Water Extraction method using high performance equipment should be the ***primary*** scheduled method to clean carpets. Shaw Industries recommends the use of Hot water extraction equipment which has obtained a Gold Rating in **the Carpet and Rug Institute (CRI) Seal of Approval Program. A list of equipment that has obtained the Gold Rating may be found at [www.carpet-rug.org](http://www.carpet-rug.org).** Self-contained, walk-behind machines are another type of hot water extraction equipment commonly used. They apply the cleaning solution at a rate which is balanced with the recovery capability of the machine. This type machine is often employed where cleaning is done by in-house maintenance staffs. Since these machines cannot equal the performance of high performance extractors, their use should be scheduled as an interim frequency supplemented by periodic high performance cleaning.

When necessary interim cleaning systems are successful when used to supplement the extraction program. These interim cleaning processes help enhance the carpet's appearance between deep cleanings. Low moisture encapsulation systems are also

interim cleaning processes that enable the carpet's appearance to be improved and returned to service in a short amount of time. The cleaning agent is agitated into the carpet's pile with a mechanical brush, allowed to dry and vacuumed to remove the encapsulated soil from the carpet. In conjunction with scheduled Hot Water Extraction cleanings, the low moisture systems can help maintain a satisfactory appearance.

*SHAW DOES NOT RECOMMEND!*

**"Bonnet" Systems:**

The name for these systems is derived from the rotating bonnet of terry cloth or other absorbent material used to agitate the pile and pick up soil. A detergent solution is sprayed onto the pile, and is then worked with the bonnet attached to a rotary floor polisher. It is at best a temporary appearance enhancement because it only absorbs at the surface and does no real extraction of deep soil. **SHAW DOES NOT ADVOCATE THIS SYSTEM. It is not substitute for hot water extraction.**

It has very limited capability for soil removal and often leaves most of the detergent in the pile. The spinning bonnet may distort the pile of cut pile carpets and leave distinct swirl marks.

*SHAW'S EXPERIENCE HAS BEEN THAT MORE CUSTOMER SOILING COMPLAINTS RESULT FROM THIS SYSTEM THAN ALL OTHER CAUSES COMBINED!*

The bonnet system may damage the edges of some carpet tiles.

*Water recycling machines*

**Shaw Industries does not recommend any cleaning machine which continuously recycles the cleaning solution.** A growing body of experience is showing that although the large particles are filtered out, the soluble materials, including detergents and soluble contaminants are distributed over the whole area. With repeated cleanings these materials become more concentrated and begin to cause rapid resoiling.

**CHOOSING A PROFESSIONAL CLEANER**

One way to locate a nearby professional carpet cleaner who uses a hot water extraction system is to contact the **Institute of Inspection, Cleaning & Restoration Certification (IICRC)** at 800-835-4624 or [www.iicrc.org](http://www.iicrc.org).

This organization maintains a national directory of independent professional cleaners who are trained and certified in a variety of cleaning specialties. **You must specifically request a professional cleaner using hot water extraction. IICRC certified firms with the "Master Cleaner" certification are preferred.**

*BASIC GUIDELINES FOR IN-HOUSE MAINTENANCE*

If you choose to maintain your carpet using in-house personnel, here are some guidelines to follow. For a good reference describing carpet cleaning and the hot water extraction method specifically, read the *Carpet Cleaning Standard*, (\$100) by the IICRC, available at the number listed

above.

1. Thoroughly vacuum the area to be cleaned before the hot water extraction to remove as much dry soil as possible. Use a pile lifter if necessary in high traffic areas.
2. Remove spots and stains using the procedures above or a commercially available spot removal kit. Pre-treat the heavily soiled areas and traffic lanes with traffic lane cleaner **certified in the Carpet and Rug Institute (CRI) Seal of Approval Program ([www.carpet-rug.org](http://www.carpet-rug.org))**. Agitate the carpet using carpet rake or agitation equipment. This allows the cleaning agent to penetrate. A minimum of ten minutes of dwell time is recommended to allow the cleaning agent time to loosen contaminants. Although it is advisable to minimize the use of solvents, many traffic lane cleaners do contain some solvents to help remove the stubborn oily dirt often found in traffic areas. Treat a small area and extract the liquid before the traffic lane cleaner dries.

On most commercial carpets, **use a detergent with a pH less than 10, preferably near 9, and with a minimum of non-sticky residue. For *printed carpets*, use a detergent solution that has a pH between 6 and 8.**

Cleaning products that have been tested and certified in the Carpet and Rug Institute (CRI) Seal of Approval Program for Cleaning Products are recommended. For additional assistance contact Inforum at 1-877-502-7429.

Your detergent selection is important. It is even more important to remove all the detergent you put into the carpet. A detergents' ability to bind to particles of soil and oil is what makes cleaning happen.

However, the detergent residue continues to attract and hold soil even after drying. Increasing the amount of detergent beyond the recommended level does not increase cleaning performance, but makes the complete removal of detergent more difficult. **Excessive detergent residue is the most common cause of accelerated resoiling complaints. Shaw does not recommend the use of cleaning agents with optical brighteners.**

3. **Avoid over-wetting** the carpet. Prolonged dampness may cause discoloration, promote growth of mildew and bacteria in the carpet, or cause separation of the backing. This can be controlled by a combination of proper equipment and operator training.

4. Do **not** use any silicone-based anti-soil treatments on carpet produced by Shaw.

5. **Reduce drying time** by using several fans or air movers to move air across the carpet in combination with a dehumidifier or air conditioner to pull moisture out of the air. Carpet should be completely dry within 12 hours or less.

Technical Services Bulletin 502-01/08

**END OF SECTION**

**EXHIBIT B - BID FORM**

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The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

**TO:** City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

**REF: PROJECT NAME:** SERVICE CONTRACT  
MOBILE, ALABAMA CRUISE TERMINAL  
CARPET CLEANING

**PROJECT LOCATION:** MOBILE, ALABAMA CRUISE TERMINAL

**PROJECT NO.:** SC-018-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated August 27, 2025; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CITY OF MOBILE BUSINESS LICENSE NUMBER:** \_\_\_\_\_

**CITY OF MOBILE VENDOR NUMBER:** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER:** \_\_\_\_\_

*(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)*

(Check one) ☐ (A Corporation)  
☐ (A Partnership)  
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option

to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2<sup>nd</sup> Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

**BASE BID – As specified in Scope of Work**

**First Year (Initial Term)**

**A. Deep Cleaning of Customs & Border Protection Offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine/Level 3)\*:**

\$\_\_\_\_\_ .00 per cleaning x 3 times per year = \$\_\_\_\_\_ .00

**B. Deep Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators\*:**

\$\_\_\_\_\_ .00 per cleaning x 12 times per year = \$\_\_\_\_\_ .00

**C. Spot Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators\*:**

**Type 1 (144 SF Max Area)**

\$\_\_\_\_\_ .00 per cleaning x 40 times per year = \$\_\_\_\_\_ .00

**Type 2 (1,000 SF Max Area)**

\$\_\_\_\_\_ .00 per cleaning x 10 times per year = \$\_\_\_\_\_ .00

**Total First Year Bid (A + B + C):** \$\_\_\_\_\_ .00

**Second Year (First Additional Term)**

**A. Deep Cleaning of Customs & Border Protection Offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine/Level 3)\*:**

\$\_\_\_\_\_ .00 per cleaning x 3 times per year = \$\_\_\_\_\_ .00

**B. . Deep Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators\*:**

\$\_\_\_\_\_ .00 per cleaning x 12 times per year = \$\_\_\_\_\_ .00

**C. Spot Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators\*:**



**Type 1 (144 SF Max Area):**

\$ \_\_\_\_\_ .00 per cleaning x 40 times per year = \$ \_\_\_\_\_ .00

**Type 2 (1,000 SF Max Area) :**

\$ \_\_\_\_\_ .00 per cleaning x 10 times per year = \$ \_\_\_\_\_ .00

**Total Second Year Bid (A + B + C):** \$ \_\_\_\_\_ .00**Third Year (Second Additional Term)****A. Deep Cleaning of Customs & Border Protection Offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine/Level 3)\*:**

\$ \_\_\_\_\_ .00 per cleaning x 3 times per year = \$ \_\_\_\_\_ .00

**B. . Deep Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators\*:**

\$ \_\_\_\_\_ .00 per cleaning x 12 times per year = \$ \_\_\_\_\_ .00

**C. Spot Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators\*:****Type 1 (144 SF Max Area)**

\$ \_\_\_\_\_ .00 per cleaning x 40 times per year = \$ \_\_\_\_\_ .00

**Type 2 (1,000 SF Max Area)**

\$ \_\_\_\_\_ .00 per cleaning x 10 times per year = \$ \_\_\_\_\_ .00

**Total Third Year Bid (A + B + C)** \$ \_\_\_\_\_ .00

\* Reference Section 01000 – Scope of Work for specific areas to be cleaned

**Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.****Total Bid:** \$ \_\_\_\_\_ .00**Total Bid Amount:**

& 00/100 Dollars \$ \_\_\_\_\_ .00

(Amount in Words) (Amount in Numbers)

**UNIT PRICES** – for Additional Services as specified in Exhibit A – Scope of Work:

The City of Mobile may also request additional services at varied frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bid above. The following rates shall apply:

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 (Bidder's Holidays): \$\_\_\_\_\_ per hour

Parts/Material: Contractor's direct cost plus Fifteen (15%) percent.

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

**1. BID INCLUDES:**

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

**2. BID SECURITY:** The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

**3. NON-DISCRIMINATION:** The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

**4. REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Date(s): \_\_\_\_\_

B. Reference #2:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date(s): \_\_\_\_\_

C. Reference #3:

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date(s): \_\_\_\_\_

**5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:**

- Bid Form
- Subcontracting & Major Supplier Plan
- Bid Bond or Cashier's Check, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

**6. SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

**COMPANY NAME:**

\_\_\_\_\_  
(Typed)

**BY:** \_\_\_\_\_  
(Signature of Company Officer)

**COMPANY OFFICER:** \_\_\_\_\_  
(Typed)

**TITLE** \_\_\_\_\_  
(Typed)

**DATE** \_\_\_\_\_, 20 \_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

**END OF SECTION**

**INSURANCE REQUIREMENTS****City of Mobile Insurance Requirements  
Contractor**

**Insurance** – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

- A. **Workers' Compensation/Employer's Liability:**
  - 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
  - 2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
  - 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. **Comprehensive General Liability Insurance:**
  - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
  - 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
  - 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. **Automobile Liability Insurance:**
  - 1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. **Excess/Umbrella Liability Insurance**
  - 1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
  - 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the “Description of Operations” box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

**Waiver of Subrogation** - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

**Additional Insured** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

**Primary Insurance** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

**Certificates of Insurance - General** – Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant’s reference.

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)															
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																			
PRODUCER		CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>				INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.</p>																			
FORM	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	LIMITS														
101	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____  <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____  <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 \$ _____ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ _____ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000														
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Name: SC-018-25 Service Contract - Mobile, Alabama Cruise Terminal - Carpet Cleaning  City of Mobile is an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).																			
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>																
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE																

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ACORD 25 (2016/03)

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**END OF SECTION**

**EXHIBIT D – E-VERIFY**

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date





Company ID Number:

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

**END OF SECTION**

**SUBCONTRACTING & MAJOR SUPPLIER PLAN****OFFICE OF SUPPLIER DIVERSITY**  
**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for  
questions on completing this form.  
Via email: [Archnique.kidd@cityofmobile.org](mailto:Archnique.kidd@cityofmobile.org)  
251.208.7967  
205 Government Street, 4<sup>th</sup> Floor

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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

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

**FORM 1: Background and Plan****Section I. Information about your company**

Company	
Address	
Telephone	
E-Mail	

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

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_



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205 Government Street, 4<sup>th</sup> Floor

## FORM 1: Background and Plan (Cont'd)

## Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company \_\_\_\_\_ Your Bid/Proposal Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Description \_\_\_\_\_

Name of Bidder/Proposer: \_\_\_\_\_

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



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

**Form 2: Good Faith Effort Documentation**

Name of Bidder: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

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

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



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

		<b>INFORMATION:</b> The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		<b>WRITTEN NOTICE(S):</b> The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		<b>COMMUNITY RESOURCES:</b> The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

**CONTRACT RECORDS:**

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

**Section 2(B)**

\_\_\_\_\_ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**END OF SECTION**



**VENDOR INFORMATION AND W-9 FORM****CITY OF MOBILE, AL  
VENDOR INFORMATION FORM****Print Page****Reset Form*****Company Information:***

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

***Primary Contact:***

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

***Alternate Contact (if applicable):***

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

***City of Mobile Business License Information:***

17. City of Mobile Business License No. (if required):

*Please attach additional sheets if necessary.*

<b>Form W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code		
	7 List account number(s) here (optional)	
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.		
<b>Part II Certification</b> Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.		
Sign Here	Signature of U.S. person ▶	Date ▶ 03/04/2020
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/w9">www.irs.gov/w9</a> .		
<b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:		
<ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> </ul>		
<ul style="list-style-type: none"> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.		



**GENERAL CONDITIONS****1. GENERAL REQUIREMENTS:**

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a 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 labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that 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.
- F. The Specifications:** The Specifications are that 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.
- G. 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.

**2. THE OWNER:**

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Facility Maintenance Department, Service Contract Administrator.

**3. 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 Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall 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 Contract by the Service Contractor is 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 observations 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 facilities and 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 Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. 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.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, 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, 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 the 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.

**4. CHANGES IN THE WORK:**

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the 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.

**5. SCHEDULE:**

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**6. PAYMENTS:**

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the 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 Contract as follows:
- 1) Payments shall be made monthly upon completion of the specified work.
  - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
  - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.
- 7. 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 Contract.
- 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:
- 1) employees on the Work and other persons who may be affected thereby;
  - 2) the Work and materials and equipment to be incorporated therein;
  - 3) other property at the site or 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 21 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 of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

**8. INSURANCE:**

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

- B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

- 1) Worker's Compensation and Employer's Liability:  
Statutory - amount and coverage as required by law of place in which the work is performed.
- 2) Comprehensive General Liability:  
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- |                  |                         |
|------------------|-------------------------|
| a) Bodily Injury | \$1,000,000 each person |
|------------------|-------------------------|

	\$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury and	\$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the

policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

**9. MISCELLANEOUS PROVISIONS:**

- A.** The Contract shall be governed by the law 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 Contract shall assign the Contract 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 Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- 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 or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Tests, inspections, and approvals of portions of the Work shall be made as

required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

- G.** Required testing or 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 Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7462. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- 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 Mobile 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 Mobile.

**10. TERMINATION OR SUSPENSION OF THE CONTRACT:**

- A.** The Owner may terminate the Contract for cause if the Service Contractor
  1. fails to perform service in a satisfactory manner; or
  2. repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
  3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  4. 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 Contract.
- C.** The Owner may, at any time, terminate the Contract 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 loss of profit or damages as a result of such termination.

**11. 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 Contract. 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 within 21 days after occurrence of the event giving rise to such Claim or within 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 Contract shall be subject to litigation.

**END OF SECTION**