

**THE CITY OF MOBILE
MOBILE, ALABAMA**



**PROJECT MANUAL
FOR
SERVICE CONTRACT – WINDOW CLEANING
MOBILE MUSEUM OF ART**

SC-033-19

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

August 21, 2019

Bid Date: September 4, 2019

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INVITATION TO BID

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

PROJECT NAME: SERVICE CONTRACT – WINDOW CLEANING

PROJECT LOCATION: MOBILE MUSEUM OF ART
4850 MUSEUM DRIVE, MOBILE, AL 36608

PROJECT NUMBER: SC-033-19

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 4, 2019**, in the office of the City Clerk, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Ninth Floor, Room 908
- B. All Bids not clocked in at the City Clerk's Office 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 Building Services Conference Room, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Fifth floor, Room 558.

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, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, fifth floor, or the City of Mobile's website: www.cityofmobile.org/bids. No deposit will be required.

3. BID SECURITY: (Required only if Total Bid is \$10,000 or more)

- A. Cashier's Check drawn on an Alabama bank and 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. MANDATORY PRE-BID CONFERENCE

- A. There will be a Mandatory Pre-Bid Conference held on **Monday, August 26, 2019 at 10:00am** in the main entrance of the Mobile Museum of Art, 4850 Museum Drive, Mobile, AL 36608. Only bidders that attend will receive Addendums and may submit a bid.

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.

END OF SECTION

INSTRUCTIONS TO BIDDERS

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 Department of Building Services 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.

4. BID SECURITY:

- A. Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid bond in the amount of 5% of the initial term (one year's) Bid Amount, but in no case more than \$10,000, is required to accompany Bid if Total Bid is \$10,000 or more. 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 Owner 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 – WINDOW CLEANING – MOBILE MUSUEM OF ART**" 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 at the designated location 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
 - D. 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. The City also reserves the right to reject a Bidder who has previously failed to perform properly or complete work in a timely manner; complete contracts of a similar nature; or a Bidder who is not, in the judgement of the City, in a position to perform the contract.
 - E. 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 Service Contract Between City of Mobile and Service Contractor 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 with the signed Agreement:
 - 1. Certificate of Insurance (original), along with all required endorsements
 - 2. Evidence of enrollment in the E-Verify program.
 - 3. Evidence of enrollment in the City of Mobile's Vendor Self Service (VSS) <https://mobileselfservice.tylertech.com/Vendors/default.aspx>
 - 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. 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.
- 12. AMERICANS WITH DISABILITIES ACT (ADA):**
- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 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 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's 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 \$15,000 or more, and for the lease of personal property where the terms of the lease require payment of \$15,000 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 owner or someone in the owner’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 (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. (c) (1) 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

BID FORM

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 – WINDOW CLEANING

PROJECT LOCATION: MOBILE MUSUEM OF ART
4850 MUSEUM DRIVE, MOBILE, AL 36608

PROJECT NO.: SC-033-19

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 21, 2019; 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** _____

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, 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, Section 01000 – 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 Owner. 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 initial year at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE QUOTE – As specified in section 01000 – Scope of Work

Basic Services:

Year 1 – Initial Term:	\$ _____ .00
Year 2 – 1 st Additional Term:	\$ _____ .00
Year 3 – 2 nd Additional Term:	\$ _____ .00
Total:	\$ _____ .00

Total Quote Amount: _____
(Amount in Words)

_____ and 00/100 Dollars (\$ _____)
(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

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

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

SCHEDULE OF VALUES

Year 1 – Initial Term:

Clean exterior storefront glass and storefront doors at Main Lobby and Main Entrance Vestibule	Visit 1 (November, 2019):	\$ _____ .00
	Visit 2 (May 2020):	\$ _____ .00
	Total:	\$ _____ .00

Clean exterior canopies at Main Entrance and Education Wing Entrance	Visit 1 (November, 2019):	\$ _____ .00
	Visit 2 (May 2020):	\$ _____ .00
	Total:	\$ _____ .00

Clean Skylight glass above Main Entrance Vestibule	Visit 1 (November, 2019):	\$ _____ .00
	Visit 2 (May 2020):	\$ _____ .00
	Total:	\$ _____ .00

Clean exterior storefront glass and storefront doors at Administrative Suite on Ground Floor
 Visit 1 (November, 2019): \$ _____ .00
 Total: \$ _____ .00

Clean exterior Riddick Gallery Windows on First Floor
 Visit 1 (November, 2019): \$ _____ .00
 Total: \$ _____ .00

Year 2 – 1st Additional Term:

Clean exterior storefront glass and storefront doors at Main Lobby and Main Entrance Vestibule
 Visit 1 (November, 2020): \$ _____ .00
 Visit 2 (May, 2021): \$ _____ .00
 Total: \$ _____ .00

Clean exterior canopies at Main Entrance and Education Wing Entrance
 Visit 1 (November, 2020): \$ _____ .00
 Visit 2 (May, 2021): \$ _____ .00
 Total: \$ _____ .00

Clean Skylight glass above Main Entrance Vestibule
 Visit 1 (November, 2020): \$ _____ .00
 Visit 2 (May, 2021): \$ _____ .00
 Total: \$ _____ .00

Clean exterior storefront glass and storefront doors at Administrative Suite on Ground Floor
 Visit 1 (November, 2020): \$ _____ .00
 Total: \$ _____ .00

Clean exterior Riddick Glass Gallery Windows on First Floor
 Visit 1 (November, 2020): \$ _____ .00
 Total: \$ _____ .00

Year 3 – 2nd Additional Term:

Clean exterior storefront glass and storefront doors at Main Lobby and Main Entrance Vestibule
 Visit 1 (November, 2021): \$ _____ .00
 Visit 2 (May, 2022): \$ _____ .00
 Total: \$ _____ .00

Clean exterior canopies at Main Entrance and Education Wing Entrance
 Visit 1 (November, 2021): \$ _____ .00
 Visit 2 (May, 2022): \$ _____ .00
 Total: \$ _____ .00

Clean Skylight glass above Main Entrance Vestibule
 Visit 1 (November, 2021): \$ _____ .00
 Visit 2 (May, 2022): \$ _____ .00
 Total: \$ _____ .00

Clean exterior storefront glass and storefront doors at Administrative Suite on Ground Floor
 Visit 1 (November, 2021): \$ _____ .00
 Total: \$ _____ .00

Exterior Riddick Glass Gallery Windows on First Floor
 Visit 1 (November, 2021): \$ _____ .00
 Total: \$ _____ .00

UNIT PRICING: For additional work performed outside the scope of Base Services (Base Quote), the following total rates shall apply.

Clean interior face of glass at exterior storefront and storefront doors (Full height) at Main Lobby – One (1) time ONLY, if requested by Owner) – Year 1: \$ _____ .

Clean interior face of glass at exterior storefront and storefront doors (Full height) at Main Lobby – One (1) time ONLY, if requested by Owner) – Year 2: \$ _____ .

Clean interior face of glass at exterior storefront and storefront doors (Full height) at Main Lobby – One (1) time ONLY, if requested by Owner) – Year 3: \$ _____ .

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):
 Year 1: \$ _____ per hour; Year 2: \$ _____ per hour; Year 3: \$ _____ per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
 Year 1: \$ _____ per hour; Year 2: \$ _____ per hour; Year 3: \$ _____ per hour

C. Overtime Holidays (City Holidays):
 Year 1: \$ _____ per hour; Year 2: \$ _____ per hour; Year 3: \$ _____ per hour

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

The City of Mobile reserves the rights 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. 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

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

This **AGREEMENT** made and entered into this _____ day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:

City of Mobile License Number: _____

City of Mobile Vendor Number: _____

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – WINDOW CLEANING

PROJECT LOCATION: MOBILE MUSEUM OF ART
4850 MUSEUM DRIVE, MOBILE, AL 36608

PROJECT NUMBER: SC-033-19

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide janitorial services at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. 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 initial year at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term:	\$ _____ .00
Year 2 – 1 st Additional Term:	\$ _____ .00
Year 3 – 2 nd Additional Term:	\$ _____ .00
Total:	\$ _____ .00

Total Contract Sum: _____
(Amount in Words)
 _____ and 00/100 Dollars (\$ _____)
(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

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

3.2 Schedule of Values

Year 1 – Initial Term:

Clean exterior storefront glass and storefront doors at Main Lobby and Main Entrance Vestibule	Visit 1 (November, 2019):	\$ _____ .00
	Visit 2 (May 2020):	\$ _____ .00
	Total:	\$ _____ .00

Clean exterior canopies at Main Entrance and Education Wing Entrance	Visit 1 (November, 2019):	\$ _____ .00
	Visit 2 (May 2020):	\$ _____ .00
	Total:	\$ _____ .00

Clean Skylight glass above Main Entrance Vestibule	Visit 1 (November, 2019):	\$ _____ .00
	Visit 2 (May 2020):	\$ _____ .00
	Total:	\$ _____ .00

Clean exterior storefront glass and storefront doors at Administrative Suite on Ground Floor	Visit 1 (November, 2019):	\$ _____ .00
	Total:	\$ _____ .00

Clean exterior Riddick Gallery Windows on First Floor		
Visit 1 (November, 2019):	\$ _____	.00
Total:	\$ _____	.00

Year 2 – 1st Additional Term:

Clean exterior storefront glass and storefront doors at Main Lobby and Main Entrance Vestibule		
Visit 1 (November, 2020):	\$ _____	.00
Visit 2 (May, 2021):	\$ _____	.00
Total:	\$ _____	.00

Clean exterior canopies at Main Entrance and Education Wing Entrance		
Visit 1 (November, 2020):	\$ _____	.00
Visit 2 (May, 2021):	\$ _____	.00
Total:	\$ _____	.00

Clean Skylight glass above Main Entrance Vestibule		
Visit 1 (November, 2020):	\$ _____	.00
Visit 2 (May, 2021):	\$ _____	.00
Total:	\$ _____	.00

Clean exterior storefront glass and storefront doors at Administrative Suite on Ground Floor		
Visit 1 (November, 2020):	\$ _____	.00
Total:	\$ _____	.00

Clean exterior Riddick Glass Gallery Windows on First Floor		
Visit 1 (November, 2020):	\$ _____	.00
Total:	\$ _____	.00

Year 3 – 2nd Additional Term:

Clean exterior storefront glass and storefront doors at Main Lobby and Main Entrance Vestibule		
Visit 1 (November, 2021):	\$ _____	.00
Visit 2 (May, 2022):	\$ _____	.00
Total:	\$ _____	.00

Clean exterior canopies at Main Entrance and Education Wing Entrance		
Visit 1 (November, 2021):	\$ _____	.00
Visit 2 (May, 2022):	\$ _____	.00
Total:	\$ _____	.00

Clean Skylight glass above Main Entrance Vestibule		
Visit 1 (November, 2021):	\$ _____	.00
Visit 2 (May, 2022):	\$ _____	.00
Total:	\$ _____	.00

Clean exterior storefront glass and storefront doors at Administrative Suite on Ground Floor
 Visit 1 (November, 2021): \$ _____ .00
 Total: \$ _____ .00

Exterior Riddick Glass Gallery Windows on First Floor
 Visit 1 (November, 2021): \$ _____ .00
 Total: \$ _____ .00

3.3 Unit Pricing: For additional work performed outside the scope of Basic Services, the following total rates shall apply.

Clean interior face of glass at exterior storefront and storefront doors (Full height) at Main Lobby – One (1) time ONLY, if requested by Owner) – Year 1: \$ _____ .

Clean interior face of glass at exterior storefront and storefront doors (Full height) at Main Lobby – One (1) time ONLY, if requested by Owner) – Year 2: \$ _____ .

Clean interior face of glass at exterior storefront and storefront doors (Full height) at Main Lobby – One (1) time ONLY, if requested by Owner) – Year 3: \$ _____ .

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):

Year 1: \$ _____ per hour; Year 2: \$ _____ per hour; Year 3: \$ _____ per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: \$ _____ per hour; Year 2: \$ _____ per hour; Year 3: \$ _____ per hour

C. Overtime Holidays (City Holidays):

Year 1: \$ _____ per hour; Year 2: \$ _____ per hour; Year 3: \$ _____ per hour

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

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

ARTICLE 4. Payments:

- 4.1 The City shall pay the Service Contractor on account of the Contract as follows:
- A. Payments shall be made semi-annually upon completion of work as specified.
 - B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

ARTICLE 5. Termination of the Contract:

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

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor’s Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

- | | |
|--|---------|
| 1. General Conditions, dated August 21, 2019 | 9 pages |
| 2. Bid Form, dated _____ | 6 pages |
| 3. Specifications, dated August 21, 2019 | |
| Section 01000 – Scope of Work | 1 page |
| Exhibit A – Proper Procedures for Cleaning Architectural
Glass Products | 4 pages |
| 4. This Instrument (Agreement) | 9 pages |
| 5. Certificates of Insurance with endorsements and E-Verify Documentation | |

ARTICLE 7. Insurance:

7.1 Required coverage:

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

- A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
 - 1. Bodily injury liability:
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 - 2. Property damage liability - \$1,000,000 each occurrence.
 - 3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined –\$1,000,000 per occurrence

4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer’s Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance.

ARTICLE 8. Miscellaneous Provisions

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

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

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

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

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

8.7 Anti-discrimination: 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.

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

8.9 State of Alabama Immigration Law: 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. 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.

8.10 Public Contracts with Entities Engaging in Certain Boycott Activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:

SERVICE CONTRACTOR:

CITY OF MOBILE

Signature

Signature

William. S. Stimpson
Mayor, City of Mobile

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

ATTEST:

City Clerk

Signature

Brad Christensen, Director
Real Estate Asset Management

Printed Name and Title

END OF SECTION



Company ID Number:

Approved by:

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

SAMPLE



Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
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	

SAMPLE

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.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the 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.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in 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 Building Services 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 the 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.
- M.** Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

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 semi-annually upon completion of work as specified.
- 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
- 3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

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

- 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 employees 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 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 2. 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 laws of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the 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.** Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

- G.** Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of 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 208-7454. Successful Bidder must have City License at the time of Bidding.
- I.** 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.
- 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 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

SECTION 01000 – SCOPE OF WORK
August 21, 2019

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools, supplies, and equipment necessary to perform the cleaning of all storefront, skylights, and canopy glass at the Mobile Museum of Art, as described, in accordance with the terms of the Contract. The glass shall be cleaned in accordance with The Glass Association of North America (GANA), *Proper Procedures for Cleaning Architectural Glass Products, GANA 01-0300, 2000*. A copy is attached as Exhibit A – Proper Procedures for Cleaning Architectural Glass Products.

Basic Services:

- A. Clean exterior storefront glass and storefront doors at Main Lobby and Main Entrance Vestibule – Two (2) times per the Term of this Agreement: November and May.
- B. Clean exterior canopies glass at Main Entrance and Education Wing Entrance – Two (2) times per the Term of this Agreement: November and May.
- C. Clean Skylight glass above Main Entrance Vestibule – Two (2) times per the Term of this Agreement: November and May.
- D. Clean exterior storefront glass and storefront doors at Administrative Suite on Ground Floor – One (1) time per the Term of this Agreement: November.
- E. Clean exterior Riddick Gallery Windows on First Floor – One (1) time per the Term of this Agreement: November.

Additional Services:

- A. Optional Additional Cleaning if requested by Owner:
 - 1. Clean interior face of glass at exterior storefront and storefront doors (Full height) at Main Lobby - One (1) time ONLY per year
 - 2. If required, service shall be performed as a part of the scheduled November and/or May scheduled cleaning.

Inspections for completion of work will be performed by the Service Contract Administrator of designee. Once the inspections are complete and satisfactory, Service Contractor will be allowed to submit invoices for payment.

END OF SECTION

EXHIBIT A – Proper Procedures for Cleaning Architectural Glass Products



PROPER PROCEDURES FOR CLEANING ARCHITECTURAL GLASS PRODUCTS

Architectural glass products play a major role in the comfort of living and working environment of today's homes and commercial office spaces. By providing natural daylight, views of the surroundings, thermal comfort and design aesthetics, glass usage and condition often affect our selection of where we live, work, shop, play and seek education.

Architectural glass products must be properly cleaned during construction activities and as a part of routine maintenance in order to maintain visual and aesthetic clarity. Since glass products can be permanently damaged if improperly cleaned, glass producers and fabricators recommend strict compliance with the following procedures for properly cleaning glass surfaces.

As dirt and residue appear, interior and exterior glass surfaces should be thoroughly cleaned. Concrete or mortar slurry which runs down (or is splashed on) glass can be especially damaging and should be washed off as soon as possible. Before proceeding with cleaning, determine whether the glass is clear, tinted or reflective. Surface damage is more noticeable on reflective glass as compared with the other glass products. If the reflective surface is exposed, either on the exterior or interior, special care must be taken when cleaning, as scratches to the reflective glass surface can result in coating removal and a visible change in light transmittance. Cleaning tinted and reflective glass surfaces in direct sunlight should be avoided, as the surface temperature may be excessively hot for optimum cleaning. Cleaning should begin at the top of the building and continue to the lower levels to reduce the risk of leaving residue and cleaning solutions on glass at the lower levels. Cleaning procedures should also ensure that the wind is not blowing the cleaning solution and residue onto already cleaned glass.

Cleaning during construction activities should begin with soaking the glass surfaces with clean water and soap solution to loosen dirt or debris. Using a mild, non-abrasive commercial window washing solution, uniformly apply the solution to the glass surfaces with a brush, strip washer or other non-abrasive applicator. Immediately following the application of the cleaning solution, a squeegee should be used to remove all of the cleaning solution from the glass surface. Care should be taken to ensure that no metal parts of the cleaning equipment touch the glass surface and that no abrasive particles are trapped between the glass and the cleaning materials. All water and cleaning solution residue should be dried from window gaskets, sealants and frames to avoid the potential for deterioration of these materials as the result of the cleaning process.

It is strongly recommended that window washers clean a small area or one window, then stop and examine the surface for any damage to the glass and/or reflective coating. The ability to detect certain surface damage, i.e. light scratches, may vary greatly with the lighting conditions. Direct sunlight is needed to properly evaluate a glass surface for damage. Scratches that are not easily seen with a dark or gray sky may be very noticeable when the sun is at a certain angle in the sky or when the sun is low in the sky.

The glass industry takes extreme care to avoid glass scratches by protecting all glass surfaces during glass manufacturing and fabrication, as well as during all shipping and handling required to deliver the glass to the end user. A large percentage of damaged glass results from non-glass trades working near glass. This will include painters, spacklers, ironworkers, landscapers, carpenters and others who are part of the construction process. They may inadvertently lean tools against the glass, splash materials onto the glass and/or clean the glass incorrectly, any of which can permanently damage glass.

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PROPER PROCEDURES FOR CLEANING ARCHITECTURAL GLASS PRODUCTS

One of the common mistakes made by non-glass trades people, including glass cleaning contractors, is their use of razor blades or other scrapers on a large portion of the glass surface. Using 2, 3, 4, 5 inch and larger blades to scrape a window clean carries a large probability for causing irreparable damage to glass.

The entire industry of glass manufacturers, fabricators, distributors, and installers neither condones nor recommends widespread scraping of glass surfaces with metal blades or knives. Such scraping will often permanently damage or scratch the glass surfaces. When paint or other construction materials cannot be removed with normal cleaning procedures, a new 1" razor blade may need to be used only on non-coated glass surfaces. The razor blade should be used on small spots only. Scraping should be done in one direction only. Never scrape in a back and forth motion as this could trap particles under the blade that could scratch the glass. This practice may cause hairline concentrated scratches, which are not normally visible when looking through the glass, but may be visible under certain lighting conditions.

Jobsite storage and construction conditions can lead to stains on the glass surface. Cleaning and removal of such stains may require the use of a more aggressive cleaning solution and procedure. If conditions are found that cannot be cleaned using the above procedures, contact the glass supplier for guidelines on stain removal.

Members of the Glass Association of North America (GANA) publish information relating to jobsite protection and cleaning of architectural glass products. In order to ensure long-term performance of the glass in a building, GANA encourages glazing contractors, general contractors, building management and owners to be aware of conditions that can damage glass and to follow the handling and cleaning guidelines provided by their glass producer and fabricator.

Consult the GANA website (www.glasswebsite.com) for additional information on glass and glazing applications and links to members providing additional technical resources.

The Glass Association of North America (GANA) has produced this Glass Information Bulletin solely to provide general information as to basic proper procedures for cleaning architectural glass products. The Bulletin does not purport to state that any one particular type of glass cleaning process or procedure should be used in all applications or even in any specific application. The user of this Bulletin has the responsibility to ensure the cleaning instructions from the glass supplier are followed. GANA disclaims any responsibility for any specific results relating to the use of this Bulletin, for any errors or omissions contained in the Bulletin, and for any liability for loss or damage of any kind arising out of the use of this Bulletin.

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PROPER PROCEDURES FOR CLEANING ARCHITECTURAL GLASS PRODUCTS

Quick-Reference Guide to Cleaning Architectural Glass Products

The following "Do's" and "Do Not's" are offered as a supplement to the Glass Association of North America (GANA) Glass Informational Bulletin – *Proper Procedures for Cleaning Architectural Glass Products*:

The following are things to DO:

- DO clean glass when dirt and residue appear
- DO determine if coated glass surfaces are exposed
- DO exercise special care when cleaning coated glass surfaces
- DO avoid cleaning tinted and coated glass surfaces in direct sunlight
- DO start cleaning at the top of the building and continue to lower levels
- DO soak the glass surface with a clean water and soap solution to loosen dirt and debris
- DO use a mild, non-abrasive commercial window cleaning solution
- DO use a squeegee to remove all of the cleaning solution
- DO dry all cleaning solution from window gaskets, sealants and frames
- DO clean one small window and check to see if procedures have caused any damage
- DO be aware of and follow the glass supplier's specific cleaning recommendations
- DO caution other trades against allowing other materials to contact the glass
- DO watch for and prevent conditions that can damage the glass
- DO read the entire GANA bulletin on glass cleaning before starting to clean glass

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PROPER PROCEDURES FOR CLEANING ARCHITECTURAL GLASS PRODUCTS

The following are things to NOT do:

- DO NOT start cleaning without reading the entire GANA bulletin on glass cleaning
- DO NOT use scrapers of any size or type for cleaning glass
- DO NOT allow dirt and residue to remain on glass for an extended period of time
- DO NOT begin cleaning glass without knowing if a coated surface is exposed
- DO NOT clean tinted or coated glass in direct sunlight
- DO NOT allow water or cleaning residue to remain on the glass or adjacent materials
- DO NOT begin cleaning without rinsing excessive dirt and debris
- DO NOT use abrasive cleaning solutions or materials
- DO NOT allow metal parts of cleaning equipment to contact the glass
- DO NOT trap abrasive particles between the cleaning materials and the glass surface
- DO NOT allow other trades to lean tools or materials against the glass surface
- DO NOT allow splashed materials to dry on the glass surface

This bulletin was developed by the GANA Tempering Division - Construction Subcommittee and approved by the Tempering Division Standards & Engineering Committee and GANA Board of Directors. This is the original version of the document as approved and published in March 2000.

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