

SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	<b>INVITATION TO BID</b>										
BID TITLE <b>PEST CONTROL SERVICES</b>			BID NO. 9042-081722-1										
PAGE 1 OF 15 PAGES	<b>BIDS WILL BE OPENED AT 10:00 AM, CST ON 08/17/22 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SUCH DATE &amp; TIME.</b>		ISSUE DATE 07/28/2022										
 <p style="text-align: center;"><u>MAYOR</u> <b>WALTER MADDOX</b></p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">MATTHEW WILSON</td> <td style="width: 50%;">KIP TYNER</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>JOHN FAILE</td> </tr> <tr> <td>NORMAN CROW</td> <td>CASSIUS LANIER</td> </tr> <tr> <td>LEE BUSBY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> <b>AMANDA GANN</b></p>		MATTHEW WILSON	KIP TYNER	RAEVAN HOWARD	JOHN FAILE	NORMAN CROW	CASSIUS LANIER	LEE BUSBY		<b>Vendor Information</b> (SECTION TO BE COMPLETED BY VENDOR) <hr/> Company Name (Please Print) <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Phone Number</td> <td style="width: 50%;">Point of Contact</td> </tr> </table> <hr/> Email Address		Phone Number	Point of Contact
MATTHEW WILSON	KIP TYNER												
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GENERAL CONDITIONS OF INVITATIONS TO BID

**1. PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid forms are to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (f) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (h) Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or State and Federal Statutes.

**2. DESCRIPTION OF SUPPLIES**

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

**3. SUBMISSION OF BIDS**

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. The name and address of the bidder, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

**4. REJECTION OF BIDS**

- (a) The City may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid, or if,
  - 2. The bid does not strictly conform to the law or requirement of bid, or if,
  - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

**5. WITHDRAWAL OF BIDS**

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.  
 (b) Bids may be withdrawn prior to the time set for the bid opening.

**6. LATE BIDS OR MODIFICATIONS**

- (a) Bids and modifications received after the time set for the bid opening will not be considered.  
 (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

**7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.

**8. DISCOUNTS**

- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.  
 (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**9. SAMPLES**

Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

**10. AWARD OF CONTRACT**

- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.  
 (b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.  
 (c) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.  
 (d) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.  
 (e) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.

**11. DELIVERY**

- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.  
 (b) Deliveries are to be made during regular business hours.

**12. CONDITION OF MATERIALS AND PACKAGING**

All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

**13. CLAIMS**

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

**14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s).

**15. PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.

**16. COLLUSION**

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**17. VARIANCE IN CONDITIONS**

Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

**18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program called Tuscaloosa Builds, which is designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. To learn more about this program, visit the City's website at [www.tuscaloosa.com](http://www.tuscaloosa.com).


## BID DOCUMENTS, BID SUBMISSION & IMPORTANT COVID-19 INFORMATION

### **Bid Documents include:**

1. These IFB pages are to be used in submitting your bid.
  - a. Complete IFB via the fillable PDF provided or typed text when available.
2. Include any necessary literature and/or specifications outlined in this document.
3. Include any additional information, forms, or documents that are requested in this document.
4. Provide completed certified W9, which a template can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
5. When submitting paper copies, Vendor must submit an original bid and one complete paper copy or the bid may be rejected.
6. When applicable, completed and signed Addendums. *It is the responsibility of the bidder to monitor the City's webpage for any addendums before submitting their bid.*

**NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.**

Addendums and Preliminary bid tabs are posted on the city's website at <https://www.tuscaloosa.com/bids>.

### **Options for Bid Submission:**

#### **Electronic Submission**

Submission of the bid documents as .pdf files can now be done at [www.centralbidding.com](http://www.centralbidding.com). For any questions about the electronic bid document submission process, please contact City of Tuscaloosa Purchasing or Central Bidding at 225-810-4814 or [support@centralbidding.com](mailto:support@centralbidding.com).

#### **Submitting Bids by Mail/Package Carrier**

Bidders who submit bids by mail or package carriers should do the following:

1. Correctly label the outer envelope as instructed in this bid document to insure proper identification and delivery to Purchasing.
2. Use a shipping method that includes tracking information and an estimated delivery time. USPS standard mailing without tracking is not recommended.
3. Do not wait until the last minute. Allow at least a day's cushion in case deliveries are delayed unexpectedly.

**Bid submissions shall be submitted in a sealed envelope and addressed to:**

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope. One bid and copy of the same bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

**Note: Keep in mind that the City is not responsible for deliveries from mail/package carriers that are delivered after the bid deadline.**


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## **BID DOCUMENTS, BID SUBMISSION & IMPORTANT COVID-19 INFORMATION**

### **Submitting Bids by Hand**

Bidders submitting bids by hand must enter at the City Hall complex entrance located on the 4<sup>th</sup> level of the City's Intermodal Facility parking deck; the entrance to the deck is located on 7<sup>th</sup> Street beside Government Plaza. Bidders are to turn in sealed bids to the security guard on duty at the desk. Security will notify Purchasing that a bid has been turned in.

**Bid submissions shall be submitted in a sealed envelope and addressed to:**

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope. One bid and copy of the same bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

**Note: Masks/face coverings may be required for entry into areas inside City Hall.**

### **Bid Opening & Potential Date Change**

If bidders choose to attend the bid opening, only one representative per bidder will be allowed to attend. All attendees shall be healthy and display no symptoms of sickness. Social distancing of at least six (6) feet shall be maintained. Face coverings that fully cover the nose and mouth may be required while in certain areas of all City-owned/operated facilities.

Circumstances related to COVID-19 may warrant a change to the bid opening date. Any such date change will be published in an addendum and posted on our City's website at <https://www.tuscaloosa.com/bids>.


## SPECIAL CONDITIONS

**The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.**

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature and manufacturer's specifications plus any supplemental information necessary for comparison purposes must be submitted with the bid or the bid on that item will be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Any exceptions taken to any item(s) must be fully explained in written detail on bidders' letterhead and attached to the bid when submitted.

Awards shall be made or contracts entered into with the lowest responsible bidder(s) meeting all specifications and terms and conditions established by the Division of Purchasing. The Division of Purchasing reserves the right to determine the lowest responsible bidder on the basis of an individual item or lump sum group of items. Local Bidder Preference will be used in bid evaluation in accordance with State of Alabama Bid Law Section 41-16-50(a).

In the event a price increase is imposed upon the contractor by its supplier or manufacturer to procure labor or materials necessary to fulfill the scope of services and/or products to be provided under the terms of the contract due to unforeseeable economic and supply chain issues, the contractor may request a price increase equal to that imposed by its supplier or product manufacturer.

With any price increase request, the contractor shall provide a copy of the supplier's price increase notification along with the written request to the City. Price increase requests should be the result of an increase at the manufacturer's level that the contractor incurred after contract commencement date with the City and not produce a higher profit margin than that on the original contract. The documentation provided must clearly identify the items impacted by the increase.

The City will review the request and its sole discretion make a decision. If accepted, the adjustment shall become effective and will be firm for the remainder of the period or until the next renewal interval. At no time shall the price increase(s) granted under the terms of this contract cumulatively exceed ten-percent (10%) in a single calendar year.

During the term of the contract, should the Contractor realize any declines at the manufacturer's level and related cost reductions, the Contractor shall immediately apply the reduction of price to the City. Price decreases may be considered and implemented at any time upon mutual consent.

The term of this contract shall be for a period of one (1) year from the date of the Purchase Order hereof and shall automatically renew each year for up to two (2) years for a total maximum contract term of three (3) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.

Questions concerning the bid process should be directed to Amanda Gann at [agann@tuscaloosa.com](mailto:agann@tuscaloosa.com).  
Questions concerning Specifications should be directed to Heather Gray at [hgray@tuscaloosa.com](mailto:hgray@tuscaloosa.com).

Any addenda issued for this bid will be posted on the City Of Tuscaloosa website at <http://www.tuscaloosa.com/bids>. It is the responsibility of the bidder to check this page for any addendums before submitting their bid.

The awarded bidder shall be required to enter into a contract between the vendor and the City of Tuscaloosa, which shall bind the vendor to furnish and deliver the commodities and/or services ordered at the prices, terms, and conditions quoted. A sample contract is provided in this bid document, which is Attachment 1.


**BIDDER QUALIFICATION REQUIREMENTS**

- A. The bidder shall have a minimum of five (5) years verifiable experience in providing similar or equivalent services to clients with comparable square footage and building size.
- B. The bidder shall have all licensed personnel on staff at the time of bidding and contracting and shall hold all required corporate and personal licensing. Proof of proper licensing is required and shall be submitted with the bid.
- C. The bidder must provide a list of three (3) similar contracts/references.
- D. The bidder shall establish a quality control program to ensure that the requirements of the resulting contract are provided as specified. A copy of the Quality Control Program shall be provided to the City Project Manager within ten (10) days of the contract award date.
- E. Awarded Contract must provide a current Certificate of Insurance reflecting the insurance provisions detailed before performing any services.

**INSURANCE REQUIREMENT**

Before beginning any work, service or operations under this contract the Contractor shall provide the City of Tuscaloosa with a CERTIFICATE OF INSURANCE evidencing commercial general liability insurance coverage, in the amount stated herein. The City of Tuscaloosa shall be shown as "ADDITINOAL INSURED" thereon. The Contractor shall obtain and maintain liability insurance policy or policies issued by an insurance company currently authorized to issue policies of insurance covering risk in the State, during the term of this agreement or any extensions or renewals thereof with the limits of liability coverage as hereinafter stated. The Certificate of Insurance shall contain a provision that not less than ten (10) days written notice shall be given to the City before any policy or coverage is cancelled. The City of Tuscaloosa, its officers, agents and employees shall be named as additional insured under the policies in subparagraphs B and C and so identified in the Certificate of Insurance. The Contractor shall furnish the City certificates of such insurance, to serve as satisfactory proof, prior to the finalizing of this Contract.

Without limiting the requirements above set forth, the insurance coverage shall include a minimum of:

SCHEDULE	LIMITS
Workmen's Compensation	Amount as required under the laws of the State of Alabama. In case any work is sublet, with the consent of the City of Tuscaloosa, the Contract shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees.
Public General Liability	written in comprehensive form, that protects the Contractor and the City against claims arising from injuries to members of the public, City employees or damage to property of others arising out of any act or omission to act of the Contractor, or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$1,000,000.00 combined single limits.
Property	Shall include damage to the property of the City of Tuscaloosa in an amount not less than \$500,000.00.
Comprehensive Automobile and Vehicle Liability	Shall be written in Comprehensive form and public (including City employee) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors and shall cover both onsite and off-site operations under the contract and the insurance coverage shall extend to any motor vehicles or other related equipment irrespective of whether the same is owned, unowned or hired. The limits of liability shall not be less than \$1,000,000.00 combine, single limit or equivalent.


## SCOPE OF WORK

### SCOPE OF WORK

The City of Tuscaloosa requires pest control services at various locations, detailed in the Bid List. The City reserves the right to add or delete sites, buildings, square footage, and/or locations during the term of the Agreement resulting from this Invitation to Bid (ITB). Estimated square footage has been provided. Pricing for locations shall be based on the fixed cost per location for pest control services, as submitted on Bid List.

#### 1.1 Contractor Responsibilities

- A. The Contractor shall designate, in writing, one project manager as the point of contact. The Contractor's Project Manager shall have the authority to represent the Contractor for making decisions, carrying out pest control management techniques, and evaluating the effectiveness of the program. The City Project Manager shall be immediately notified of any changes to the project manager during the term of the Agreement resulting from this ITB.
- B. All pest control services shall be performed in accordance with federal, state, and local regulations. The Contractor shall keep fully informed of all federal, state, and local regulations associated with pesticide application and pest control service.
- C. Bidders shall bid according to the properties listed in the Bid Response Form.
- D. When requested, the Contractor shall provide a product label and Material Safety Data Sheet (MSDS) to the City Project Manager for each product used. New MSDS sheets shall be provided prior to the application of any new product in any facility.
- E. The City Project Manager will forward to the Contractor a copy of all complaints associated with the pest control program via e-mail.
- F. The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal components. The Contractor shall adequately control the following pests:
- Indoor population of ants, cockroaches, flies, rodents (e.g. mice and rats), spiders, millipedes, fruit flies, lady bugs, beetles, moths, bees, wasps, scorpions, crickets, hornets, silverfish, and any other anthropoid not specifically excluded by contract. Also included are the parasites of man, such as bed bugs, lice, and other mites.
- Outdoor population of the above listed pests within City property boundaries shall be controlled, as well as other indoor pests that are a nuisance to occupants (e.g. fleas, ticks, dust mites) Individual excluded pests are deemed "incidental invaders inside buildings" are not included in this requirement.
- Exclusions  
Unless specifically listed, the trapping, repulsion, or removal of birds, mammals, or reptiles from City property is excluded from this scope of work. The control of mosquitoes is excluded from this scope of work. Carpenter ants, pharaoh ants, termites and any other wood destroying organisms are excluded from this scope of work.
- G. All service technicians that perform services in City facilities shall have a background check conducted through the Alabama Department of Law Enforcement and approved by the City Project Manager prior to working in City facilities. The cost of this background check shall be the responsibility of the Contractor. A copy of the all background checks shall be provided to the City Project Manager prior to service being performed. The Contractor shall immediately report any new arrest, criminal charges, or convictions of a current employee to the City Project Manager.
- H. Contractor personnel shall wear uniforms provided by the Contractor. The uniform shall clearly identify the employee as working for the Contractor. All vehicles shall be clearly identified with the company name.


I. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the safety and health of his/her personnel and the City employees and visitors during the execution of work in accordance with this contract.

J. The Contractor is responsible for obtaining the necessary state license as required by state law. Copies of state license, identification cards, and/or operator's certificates shall be included with each bid submittal and shall remain current during the entire term of the Agreement resulting from this ITB.

K. The Contractor shall furnish a work schedule to the City Project Manager prior to commencing work.

L. Some City buildings/locations may require special instructions and/or procedures for entry. The City Project Manager will explain these special circumstances and the Contractor shall adhere to these restrictions and incorporate them into the pest control plan. This includes the locations that are identified as "Secured" locations on the bid list. The Contractor shall not store any chemicals/insecticides on any City of Tuscaloosa property.

M. Throughout the term of this contract, the Contractor will be responsible for reporting structural, sanitary, or procedural modifications that would reduce pest's access to food, water, harborage, infestation or access. The Contractor is responsible for adequately suppressing pests included in the contract regardless of whether or not the suggested modifications are implemented. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. This includes caulk, expanding foam, and other sealing materials.

## 1.2 General Treatment

A. All facilities shall receive treatment/inspection per the general treatment guidelines listed in this section. Facility-specific requirements listed elsewhere in this ITB shall be performed in addition to the general treatment.

B. Pest control treatment of all facilities shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City recognized holidays, unless otherwise specified in this ITB. In the event of a service outside of these days/times, it will need to be approved and coordinated with the City Project Manager.

C. The City of Tuscaloosa facilities covered under this contract shall be serviced a minimum of once per month.

D. Pest control service shall include, but not be limited to, the following:

- Offices;
- Six foot perimeter around facility;
- Loading docks;
- All building restrooms and janitorial closets;
- Common areas, entrance ways, hallways, and stairways;
- All drain and water pipe wall and floor access points;
- Window frames;
- Lunchrooms, kitchens, kitchenettes;
- Under tables and counter tops at points that provide access for crawling insects, and the tops of legs, wall joints, etc.;
- Maintenance areas;
- Residence areas;
- Trash collection areas;
- Basement areas;
- Mechanical rooms and utility areas;
- Elevator rooms and associated elevator pits;
- Parking garages; and
- Accessible structural voids.




E. The Contractor shall identify and report in writing to the City Project Manager any environmental conditions that encourage potential insect, rodent, or other pest problems.

F. The Contractor shall maintain a pesticide application record keeping system, which includes, at a minimum, the following:

1. The specific pest for which the facility was treated.
2. The specific location within the facility that was treated.
3. The type and quantity of pesticide applied.
4. The date and time of application.
5. Any difficulties encountered during treatment.

A copy of the initial record developed at the start of this contract shall be furnished to the City Project Manager. The date and details of all changes to the initial record shall be sent to the City Project Manager.

G. Records of pesticide application shall be made available to the City Environmental Management Department, or any federal, state, or local regulatory agency, within two (2) working days after receipt of written request.

**1.3 Insect/Pest Control**

A. Contractor shall have the knowledge and ability to identify all pests to be controlled, and the rate of pesticide application for eradication.

B. Contractor shall notify the City Project Manager of damage associated with insect, rodents, or other pests.

C. The Contractor shall use only pest control products that have been approved by The Environmental Protection Agency (EPA) and the State of Alabama Agriculture and Industries.

D. All chemicals used shall be non-irritating, odorless, and harmless to facility occupants and visitors. When adequate trapping devices rather than pesticide sprays should be used for indoor treatments. Bait formulations should be used for cockroaches and ant control whenever appropriate.

E. As a general rule, the contractor should apply insecticides as "Crack and Crevice" treatment only (using an appropriate application tool or nozzle). For the resulting contract, such treatment is defined as treatment in which a formulated insecticide cannot be contacted or seen by a bystander during or after the application.

F. Application of insecticides to exposes surfaces or space sprays including fogs and mists applications should be restricted to unique situations where no alternatives exist. The Contractor must coordinate space spray treatments with the City Project Manager prior to application to ensure that no occupants are present or potentially harmed.

G. External facility treatment shall use the spray method. An area of not less than six (6) feet from the base of the structure and all areas under covered walkways, halls, archways, etc. shall be treated monthly. Insecticide that is appropriate for identified pests shall be used.

H. Buildings, both interior and exterior, shall be inspected and treated to eliminate wasp nests and/or beehives. After the pests have been destroyed, the physical nest(s) shall be removed and disposed of by the Contractor.

I. Building exteriors shall be inspected for carpenter bees. If bees are present the nest(s) shall be located; bees destroyed, and the notification provided to the City Project Manager.

J. The Contractor shall respond between monthly services for treatment of any pest observed in any covered facility. This service shall be provided at no additional charge to the City. When called back for a retreat, the facility shall be inspected and treated only for the problem that exists. This treatment will not replace the next normal scheduled treatment. All call back service shall be completed within two business days (based on the operating hours of the facility.)


**1.4 Service Tracking**

A. The Contractor will provide a service inspection report for each location detailed in this bid. A City representative will sign the service inspection report on site as well as the Contractor’s technician. A copy of the signed inspection report must be provided with the monthly invoice.

**1.5 Invoicing**

A. The monthly invoice shall have every location listed, the cost of each location serviced, and the total monthly cost of locations serviced. Signed inspection reports for each location must accompany the invoice.

B. Invoices shall be sent to [accountspayable@tuscaloosa.com](mailto:accountspayable@tuscaloosa.com). Payment terms are Net30.

C. In the case of no service at any facility, an explanation shall be attached to the invoice. The explanation will be evaluated by City Project Manager.

**1.6 Program Initiation and Service Provision**

- A. The Contractor shall initiate the work by providing a thorough, initial inspection of each location within one (1) month of award of contract. The purpose of this initial inspection is to evaluate pest control needs, and to identify problem areas and existing equipment, structural features, or management practices that are contributing to pest infestations.
- B. The Contractor shall provide all proposed materials and equipment for service [e.g. actual container labels and Material Safety Data Sheets (MSDS)] for all chemical pesticides used, and the brand names of pesticide application equipment, bait boxes, trapping devices, detection equipment, and any other pest control devices that might be used to meet the requirements of the resulting contract.
- C. The Contractor shall provide prior to contract initiation for City approval a complete service schedule that includes the frequency of Contractor visits and days on which the Contractor will visit for City Project Manager approval.
- D. The Contractor will provide a call back service per location per month at no additional charge to the City of Tuscaloosa when previous treatment or regular service fails to control the pest specified herein.
- E. The Contractor shall describe in writing, site-specific solutions for infested or potentially infested areas where observed sources of food, water, harborage and access may result in infestations.


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**The following documents must be provided along with these Invitation to Bid pages.**

1. Please include a document that details company officials with contact phone numbers and email addresses.
2. Please provide Company experience and background information:
  - a. Corporate status and proper licensing
  - b. Firm's background, relevant experience, and qualifications
  - c. Provide three (3) references of similar contracts


**BIDDER'S RESPONSE FORM**

**Bid prices must include all charges and represent the final price. The City of Tuscaloosa is sales tax exempt.**

<b>BIDDER RESPONSE</b>					
<b>Line</b>	<b>Estimated Sq. Ft.</b>	<b>Description</b>	<b>Address</b>	<b>Cost Per Month</b>	<b>Total For Year</b>
1	48,485	Jerry Plott Water Treatment Facility	2101 New Watermelon Road		
2	1,000	Tuscaloosa Police Department (TPD) Firing Range	2201 New Watermelon Road		
3	24,000	City Hall Annex III	2230 6th St		
4	66,881	Ed Love Water Treatment Plant	1125 Jack Warner Pkwy		
5	6,970	Fletcher Wastewater Facility	4010 Reese Phifer Ave		
6	9,000	Environmental Services Offices	3440 Reese Phifer Ave		
7	30,000	Environmental Services Plant	3440 Reese Phifer Ave		
8	10,010	Fire Logistics Building	3311 Reese Phifer Ave		
9	9,325	Water Distribution Shop	2621 Kaulton Road		
10	1,800	Lakes Office Building	3650 Lake Nichol Road		
11	26,240	TDOT Complex	100 28th Ave		
12	3,850	Parking Control Facility	914 28th Ave		
13	32,370	City Hall	2201 University Blvd		
14	27,472	City Hall Annex I	2201 University Blvd		
15	63,325	TPD Headquarters	3801 Mill Creek Road		
16	4,104	Northern Riverwalk	201 Rice Mine Road Loop		
17	18,754	Airport Terminal/Office	7601 Robert Cardinal Road		
18	5,710	TPD Lake Patrol	7401 Rice Mine Road NE		
19	15,000	Fire Station #1	1501 Greensboro Ave		
20	10,278	Fire Station #2 and Storage Building	322 Paul Bryant Drive		
21	4,077	Fire Station #3	202 Rice Valley Road		
22	12,000	Fire Station #4	815 25th Ave E		
23	4,576	Fire Station #7	139 Skyland Blvd		
24	5,892	Fire Station #8	2200 Eutaw Highway		
25	5,805	Fire Station #9	3942 Woodland Forest Drive		


**BIDDER RESPONSE - CONTINUED**

Line	Estimated Sq. Ft.	Description	Address	Cost Per Month	Total For Year
26	6,336	Fire Station #10	8101 New Watermelon Road		
27	5,597	Fire Station #11	10293 Covered Bridge Road		
28	29,574	City Hall Annex II – Municipal Court Building	2212 6th St		
29	12,000	Facility Maintenance Warehouse	7150 Commerce Drive		
30	44,300	Amphitheater Complex	2710 Jack Warner Pkwy		
31	3,535	TPD East Precinct	2604 University Blvd E		
32	2,800	TPD West Precinct	1501 Highway 11		
33	20,000	River Market	1900 Jack Warner Pkwy		
34	60,000	Tuscaloosa Intermodal Facility	601 23rd Ave		
35	3,200	Gateway	2614 University Blvd E		
36	20,000	Fire Station #5 Future Location (Old Townsend Nissan)	3200 Greensboro Ave		
37	1,200	Shelby Park	1614 15th Street		
38	65,000	The Tuscaloosa News Building	315 28th Avenue		
39	3,200	Meter Shop	3199 29th Ave		
40	4,200	Transportation Museum	1904 Jack Warner Pkwy		
41	3,862	Airport Crew Hangar	7601 Robert Cardinal Road		
42	3,500	Airport Maintenance Shop	7601 Robert Cardinal Road		
43	448	Airfield Vault Building	7601 Robert Cardinal Road		
44	1200	TPD Hangar	7601 Robert Cardinal Road		
45	7,425	Fire Station #12	7601 Robert Cardinal Road		
46	2,100	FAA Flight Service Building	7601 Robert Cardinal Road		

**Secure Areas , Lines 47-70**

Line		Description	Address	Cost Per Month	Total For Year
47		West End Communications Transmitter- Secure Area	325 30th Ave		
48		Skyland Communications Transmitter- Secure Area	3538 Skyland Blvd		
49		Clements Road Booster- Secure Area	2601 Clements Road		
50		McFarland Blvd Booster- Secure Area	4740 McFarland Blvd		
51		Taylorville Booster- Secure Area	5401 Highway 69 South		
52		Yacht Club Booster- Secure Area	8201 New Watermelon Road		


**BIDDER RESPONSE - CONTINUED**

Line	Description	Address	Cost Per Month	Total For Year
53	Hillcrest Water Tower- Secure Area	400 Southview Lane		
54	Mercedes Water Tower- Secure Area	18148 Dobbins Road		
55	North River Water Tower- Secure Area	14463 D. Cunningham Road		
56	Twenty-Ninth Street Water Tower- Secure Area	601 29th Street		
57	Ridgeland Booster- Secure Area	202 Rice Valley Road		
58	Ridgeland Water Tower- Secure Area	202 Rice Valley Road		
59	VA Booster- Secure Area	3701 Loop Road E		
60	VA Water Tower- Secure Area	3701 Loop Road E		
61	Montgomery Highway Booster- Secure Area	5800 McFarland Blvd		
62	Broadview Booster- Secure Area	3528 Skyland Blvd		
63	Martin Spur Road Water Tower- Secure Area	13215 Martin Spur Road		
64	Bowers Park Booster- Secure Area	1802 37th Street E		
65	Crescent Ridge Tower- Secure Area	700 Crescent Ridge Rd		
66	West End Water Tower- Secure Area	2926 4th St		
67	Yacht Club Water Tower- Secure Area	8201 New Watermelon Road		
68	Bowers Park Tower- Secure Area	1800 37th St E		
69	Broadview Water Tower- Secure Area	3538 Skyland Blvd E.		
70	Montgomery Highway Water Tower- Secure Area	5800 McFarland Blvd		
<b>Miscellaneous</b>				
Line	Description		Rate Per 100 Sq Ft	
71	Adding New/Additional Building			


**BIDDER'S RESPONSE FORM - CONTINUED**

BIDDER INFORMATION			
<b>Company Name</b>		<b>Contact Name</b>	
<b>Email Address</b>		<b>Telephone Number</b>	
<b>Business Address</b>		<b>Mailing Address for Payments</b>	
<b>Authorized Signature</b>			

**COPIES SUBMITTED:**

\_\_\_\_\_ **VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.**

Awarded bidder(s) will be required to obtain a City of Tuscaloosa business license in order to provide goods and/or services in response to this bid and subsequent contract(s). Inquiries regarding business license requirements should be directed to the City's Revenue & Financial Services Division at (205) 248-5200. Failure to obtain and maintain required city business license(s) may result in rescinding of bid award and contract termination.

Note: 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.

**FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.**

**MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.**

# ATTACHMENT 1 - SAMPLE CONTRACT

STATE OF ALABAMA            )  
TUSCALOOSA COUNTY        )

CONTRACT FOR \_\_\_\_\_ SERVICES  
(File No. A \_\_\_\_\_)

THIS CONTRACT, made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter sometimes referred to as "CONTRACTOR," and the CITY OF TUSCALOOSA, a Municipal Corporation of the State of Alabama, hereinafter sometimes referred to as "CITY".

## W-I-T-N-E-S-S-E-T-H:

In consideration of the amount contained herein, and of the mutual agreements and provisions also contained herein, the Contractor and the City agree to the following:

### 1. WORK AND SERVICES TO BE PERFORMED BY CONTRACTOR:

This contract is for pest control services at various locations, detailed in the Bid List. The City reserves the right to add or delete sites, buildings, square footage, and/or locations during the term of the Agreement resulting from this Invitation to Bid (ITB).

All services performed under this contract must first be approved by the City representative. A written estimate must be sent to the City representative and approved by the City representative before work begins on site.

Contractor agrees to furnish all labor, materials, tools, transportation and equipment necessary to perform under this contract.

See attachment entitled "\_\_\_\_Pest Control Services\_\_\_\_\_" dated \_\_\_\_\_ which is incorporated by reference and made a part of this contract.

### 2. DEFINITIONS:

None

3. **INSURANCE:** Contractor shall secure and maintain through the duration of this contract, insurance in such amounts as may be necessary to protect the interest of the City against hazards or risks of losses hereinafter specified. Such insurance shall be carried by a company or companies doing business by agent in the City of Tuscaloosa and shall be in a form and amount to be approved by the City.



# ATTACHMENT 1 - SAMPLE CONTRACT

The Certificate of Insurance shall contain a provision that not less than ten (10) days written notice shall be given to the City before any policy or coverage is cancelled. Without limiting the requirements above set forth, the insurance coverage shall include a minimum of:

- A. Workmen's Compensation Insurance in an amount as required under the laws of the State of Alabama. In case any work is sublet, with the consent of the City of Tuscaloosa, the Contract shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees.
- B. Public General Liability Insurance, written in comprehensive form, that protects the Contractor and the City against claims arising from injuries to members of the public, City employees or damage to property of others arising out of any act or omission to act of the Contractor, or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$1,000,000.00 combined single limits.
- C. Property Insurance which shall include damage to the property of the City of Tuscaloosa in an amount not less than \$500,000.00.
- D. The City of Tuscaloosa, its officers, agents and employees shall be named as additional insured under the policies in subparagraphs B and C and so identified in the Certificate of Insurance. The Contractor shall furnish the City certificates of such insurance, to serve as satisfactory proof, prior to the signing of this Contract.

4. **INDEPENDENT CONTRACTOR:** Contractor enters into this Contract with the City as an Independent Contractor and, as such, the City shall not be responsible for the acts or omissions of the Contractor, or any subcontractors employed by it. It is the intent of the parties to this agreement that they be the only parties to the same to expressly exclude third party beneficiaries. No person not a party to this Agreement may claim any benefits hereunder.

5. **COMPETENCE:** Contractor represents that it is experienced, competent and capable to perform the above described work and services. Contractor agrees to perform all work and services under this Contract in a manner consistent with that level of care and skill ordinarily exercised by individuals in the same field or business for similar work.

6. **PAYMENT:** The City shall pay to Contractor, and Contractor agrees to accept as full and complete compensation and payment for all work performed under and in accordance with and pursuant to this Agreement, at the following rates:

Line	Estimated Sq. Ft.	Description	Address	Cost Per Month	Total For Year
1	48,485	<b>Jerry Plott Water Treatment Facility</b>	2101 New Watermelon Road		
2	1,000	<b>Tuscaloosa Police Department (TPD) Firing Range</b>	2201 New Watermelon Road		
3	24,000	<b>City Hall Annex III</b>	2230 6th St		

## ATTACHMENT 1 - SAMPLE CONTRACT

4	66,881	<b>Ed Love Water Treatment Plant</b>	1125 Jack Warner Pkwy		
5	6,970	<b>Fletcher Wastewater Facility</b>	4010 Reese Phifer Ave		
6	9,000	<b>Environmental Services Offices</b>	3440 Reese Phifer Ave		
7	30,000	<b>Environmental Services Plant</b>	3440 Reese Phifer Ave		
8	10,010	<b>Fire Logistics Building</b>	3311 Reese Phifer Ave		
9	9,325	<b>Water Distribution Shop</b>	2621 Kaulton Road		
10	1,800	<b>Lakes Office Building</b>	3650 Lake Nichol Road		
11	26,240	<b>TDOT Complex</b>	100 28th Ave		
12	3,850	<b>Parking Control Facility</b>	914 28th Ave		
13	32,370	<b>City Hall</b>	2201 University Blvd		
14	27,472	<b>City Hall Annex I</b>	2201 University Blvd		
15	63,325	<b>TPD Headquarters</b>	3801 Mill Creek Road		
16	4,104	<b>Northern Riverwalk</b>	201 Rice Mine Road Loop		
17	18,754	<b>Airport Terminal/Office</b>	7601 Robert Cardinal Road		
18	5,710	<b>TPD Lake Patrol</b>	7401 Rice Mine Road NE		
19	15,000	<b>Fire Station #1</b>	1501 Greensboro Ave		
20	10,278	<b>Fire Station #2 and Storage Building</b>	322 Paul Bryant Drive		
21	4,077	<b>Fire Station #3</b>	202 Rice Valley Road		
22	12,000	<b>Fire Station #4</b>	815 25th Ave E		
23	4,576	<b>Fire Station #7</b>	139 Skyland Blvd		
24	5,892	<b>Fire Station #8</b>	2200 Eutaw Highway		
25	5,805	<b>Fire Station #9</b>	3942 Woodland Forest Drive		
26	6,336	<b>Fire Station #10</b>	8101 New Watermelon Road		
27	5,597	<b>Fire Station #11</b>	10293 Covered Bridge Road		
28	29,574	<b>City Hall Annex II – Municipal Court Building</b>	2212 6th St		
29	12,000	<b>Facility Maintenance Warehouse</b>	7150 Commerce Drive		
30	44,300	<b>Amphitheater Complex</b>	2710 Jack Warner Pkwy		

## ATTACHMENT 1 - SAMPLE CONTRACT

31	3,535	<b>TPD East Precinct</b>	2604 University Blvd E		
32	2,800	<b>TPD West Precinct</b>	1501 Highway 11		
33	20,000	<b>River Market</b>	1900 Jack Warner Pkwy		
34	60,000	<b>Tuscaloosa Intermodal Facility</b>	601 23rd Ave		
35	3,200	<b>Gateway</b>	2614 University Blvd E		
36	20,000	<b>Fire Station #5 Future Location (Old Townsend Nissan)</b>	3200 Greensboro Ave		
37	1,200	<b>Shelby Park</b>	1614 15th Street		
38	65,000	<b>The Tuscaloosa News Building</b>	315 28th Avenue		
39	3,200	<b>Meter Shop</b>	3199 29th Ave		
40	4,200	<b>Transportation Museum</b>	1904 Jack Warner Pkwy		
41	3,862	<b>Airport Crew Hangar</b>	7601 Robert Cardinal Road		
42	3,500	<b>Airport Maintenance Shop</b>	7601 Robert Cardinal Road		
43	448	<b>Airfield Vault Building</b>	7601 Robert Cardinal Road		
44	1200	<b>TPD Hangar</b>	7601 Robert Cardinal Road		
45	7,425	<b>Fire Station #12</b>	7601 Robert Cardinal Road		
46	2,100	<b>FAA Flight Service Building</b>	7601 Robert Cardinal Road		
<b>Secure Areas , Lines 47-70</b>					
47		<b>West End Communications Transmitter- Secure Area</b>	325 30th Ave		
48		<b>Skyland Communications Transmitter- Secure Area</b>	3538 Skyland Blvd		
49		<b>Clements Road Booster- Secure Area</b>	2601 Clements Road		
50		<b>McFarland Blvd Booster- Secure Area</b>	4740 McFarland Blvd		
51		<b>Taylorville Booster- Secure Area</b>	5401 Highway 69 South		
52		<b>Yacht Club Booster- Secure Area</b>	8201 New Watermelon Road		
53		<b>Hillcrest Water Tower- Secure Area</b>	400 Southview Lane		
54		<b>Mercedes Water Tower- Secure Area</b>	18148 Dobbins Road		
55		<b>North River Water Tower- Secure Area</b>	14463 D. Cunningham Road		
56		<b>Twenty-Ninth Street Water Tower- Secure Area</b>	601 29th Street		

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57		<b>Ridgeland Booster- Secure Area</b>	202 Rice Valley Road		
58		<b>Ridgeland Water Tower- Secure Area</b>	202 Rice Valley Road		
59		<b>VA Booster- Secure Area</b>	3701 Loop Road E		
60		<b>VA Water Tower- Secure Area</b>	3701 Loop Road E		
61		<b>Montgomery Highway Booster- Secure Area</b>	5800 McFarland Blvd		
62		<b>Broadview Booster- Secure Area</b>	3528 Skyland Blvd		
63		<b>Martin Spur Road Water Tower- Secure Area</b>	13215 Martin Spur Road		
64		<b>Bowers Park Booster- Secure Area</b>	1802 37th Street E		
65		<b>Crescent Ridge Tower- Secure Area</b>	700 Crescent Ridge Rd		
66		<b>West End Water Tower- Secure Area</b>	2926 4th St		
67		<b>Yacht Club Water Tower- Secure Area</b>	8201 New Watermelon Road		
68		<b>Bowers Park Tower- Secure Area</b>	1800 37th St E		
69		<b>Broadview Water Tower- Secure Area</b>	3538 Skyland Blvd E.		
70		<b>Montgomery Highway Water Tower- Secure Area</b>	5800 McFarland Blvd		
<b>Miscellaneous</b>					
71		<b>Adding New/Additional Building per 100 Sq. Ft</b>			

Services scheduled shall not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) Dollars per year for a 3 year period.

Contractor shall submit invoices to the City Representative for this Project, \_\_\_\_\_ to build a packet for billing and which shall be paid by the City upon approval of the services by the Infrastructure and Public Services Department, said Department being responsible for the supervision in this Contract. The total cost to the City for work and services performed under this Contract shall not exceed the above stated cost for the year without prior notification to the City and its consent thereto.

7. **TERM:** The term of the Contract shall be for a period of one (1) year from the date of the contract hereof and shall automatically renew each year for up to two (2) years for a total maximum contract term of three (3) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date. This renewal shall occur automatically and without notice to the Contractor unless otherwise communicated to the Contractor by the City at least 30 days before the expiration of the 365-day

# ATTACHMENT 1 - SAMPLE CONTRACT

term. The term of this Agreement will not be automatically extended if, at the then-current expiration of the term, Contractor is in material breach of this Agreement.

The City of Tuscaloosa reserves the right to terminate this contract at any time without notice upon good cause shown. In the event of termination, the successful bidder shall be paid in full for all work previously authorized and performed up to the date of termination.

8. **ASSIGNABILITY:** Contractor shall not assign, subcontract, transfer, sublease, pledge, surrender, convey, sell or otherwise dispose of any portion of this Contract, his right, title or interest therein, or his power to execute such contract, to any person, firm, or corporation without the prior written consent of the City and such written consent shall not be construed as to relieve the Contractor of any responsibility for the fulfillment of the Contract.

9. **PRIOR REPRESENTATIONS:** The Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations or agreements, either oral or written. This agreement may be amended only by written instrument signed by both City and Contractor.

10. **COMPLIANCE WITH LAWS:** The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the State of Alabama, City of Tuscaloosa and Tuscaloosa County in any manner affecting the performance of this Contract. The Contractor shall, at all times, observe and comply with such existing and future laws, ordinances and regulations.

11. **INCORPORATION OF REQUEST FOR PROPOSALS:** All City specifications, as contained in the City's Invitation of Bid dated \_\_\_\_\_, Contractor's Response to Invitation of Bid, and the terms of the Contractor's bid are specifically incorporated herein and made a part hereof by reference. The performance standards and detailed specifications as prescribed in the City's Invitation of Bid dated \_\_\_\_\_, are herein specifically adopted and incorporated and specifically made a part hereof by reference. All work conducted by Contractor under this contract must comply with said performance standards and detailed specifications.

12. **LIQUIDATED DAMAGES:** Contractor agrees to pay the City liquidated damages in the sum of ----- Dollars (\$-----.00) per calendar day for every day that the services conducted under this contract fail to meet any of the performance standards and detailed specifications contained in the City's Invitation of Bid, dated \_\_\_\_\_ heretofore specifically adopted and incorporated herein and specifically made a part hereof by reference in provision No. 11 of this Contract.

13. **MISCELLANEOUS:**

**Capacity:** Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

## ATTACHMENT 1 - SAMPLE CONTRACT

- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
- H. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
- I. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
- J. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:

## ATTACHMENT 1 - SAMPLE CONTRACT

- (1) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights
  - (2) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- K. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
- L. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

City Logo and Name: The Contractor shall not use the City of Tuscaloosa's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the Owner.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not

## ATTACHMENT 1 - SAMPLE CONTRACT

contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

Non Discrimination: The Consultant agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race, color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

Fines and Penalties: The Consultant shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Consultant which are related to the Consultant's operations. The Owner shall deduct the amount of the levied fine or penalty from the contract amount.



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Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**14. COMPLIANCE WITH IMMIGRATION LAW:** By signing this agreement, 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, to the extent allowed by Federal law.

**15. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. 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, to the extent allowed by Federal law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR: \_\_\_\_\_

# ATTACHMENT 1 - SAMPLE CONTRACT

ATTEST:

\_\_\_\_\_

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

CITY OF TUSCALOOSA, A MUNICIPAL  
CORPORATION

ATTEST:

\_\_\_\_\_

City Clerk

BY: \_\_\_\_\_  
WALTER MADDOX, MAYOR