

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department
and Package Delivery:
Bid Delivery Address:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw

Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/27/2026	6082	FIRE	AS SPECIFIED

This bid must be received and stamped by the Purchasing office not later than:

12:01 P.M., FRIDAY, NOVEMBER 20, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>DISPOSAL SERVICE FOR BLOOD CONTAMINATED MEDICAL PRODUCTS, SUPPLIES, AND SHARPS</p> <p>Vendor shall be responsible to pick up and dispose of all blood contaminated materials and sharps from the City of Mobile as per applicable rules and laws. Vendor shall provide the necessary containers for the transport of blood contaminated materials and sharps from the City of Mobile.</p> <p>The City of Mobile generates approximately 288 32-gallon containers of blood contaminated waste per year on the average.</p> <p>At the start of the service, vendor shall provide a minimum of five (5) 32-gallon reusable red containers with 3 ml red bag liners installed at each of the approved pick-up locations for the packaging of blood contaminated materials and sharps to eleven (13) locations.</p> <p>The number of locations may be increased or decreased as necessary.</p> <p>Vendor must sterilize all containers after each use with the chemical Disinfectant Super HDQ, Neutral by Spartan Chemicals or equal product.</p> <p>Vendor shall replace filled containers with empty containers on a one-for-one basis.</p> <p>All containers of waste will be removed from the Department facilities.</p> <p>Vendor shall make pickups every two (2) weeks at each of the locations below.</p>					
Page 1 of 5			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

Type or Print Name _____

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 2 of 5</p> <p>The following locations will be the initial pick up points for containers of Blood Contaminated Medical Products:</p> <ol style="list-style-type: none"> 1. Fire Station 01 6801 Overlook Rd 2. Fire Station 03 701 Saint Francis 3. Fire Station 06 2525 Hillcrest Rd 4. Fire Station 08 57 S. Lafayette St 5. Fire Station 12 200 Davenport Ave 6. Fire Station 14 2062 Dr. Martin Luther King Jr. Dr 7. Fire Station 16 1951 Maryvale St 8. Fire Station 19 1275 Azalea Rd 9. Fire Station 22 4710 Airport Blvd 10. Fire Station 23 2711 Airport Blvd 11. Fire Station 26 8080 Airport Blvd 12. Fire Station 28 7050 Old Military Rd 13. Animal Shelter 855 Owens St <p>All containers of Blood Contaminated Medical Products, Supplies, and Sharps will initially be picked up front the above locations.</p> <p>If required by the City of Mobile additional pickups will be made. Additional pickups will need to be authorized beforehand by the City of Mobile.</p> <p>Vendor is to supply a Certificate of Destruction, verifying disposal to the Department. Vendor shall provide Certification of Certified Hazardous Waste Specialist on staff.</p> <p>Vendor shall provide to City all Licenses, DOT, EPA, ADEM, ETC., showing vendor is licensed to handle and dispose of Blood Contaminated Medical Products, Supplies and Sharps.</p> <p>The successful Vendor will be required to provide a Certificate of Insurance with the below requirements as listing the City of Mobile as additional insured.</p> <p>Vendor Shall Have in General:</p> <ul style="list-style-type: none"> \$ 2,000,000.00 Product Liability \$ 1,000,000.00 General Liability \$ 1,000,000.00 Aggregate Insurance <p>Complete Insurance Requirements may be viewed at cityofmobile.org/bids at the electronic online version of this bid.</p> <p>Vendor shall provide a single bill per month showing the dates, locations of service, quantities picked up from each location, as well as, documentation of the pickups.</p>					
			TOTAL			

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READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 3 of 5</p> <p>The bill and supporting documentation will be sent to the City of Mobile Accounting Department. Bills sent to pick up locations; Fire Stations, Fire Headquarters or Location other than the designated location will not be processed. Attempted collection by Vendor of mis-sent past due bills by Collection Agency will not be considered.</p> <p>City of Mobile will not pay for "Dry" Runs to a location where there is no pickup or if Vendor has to return for a second time as there are no City employees at location when Vendor attempted a pick up.</p> <p>Due to the Nature of Municipal Fire-Service, there is not always someone at a Fire Station. Crews must respond to calls, leaving the Station unattended.</p> <p>If station is not occupied at time of attempted pick up, Vendor will need to return at later time to make pick up. City will not pay for a trip to a station where waste is not picked up.</p> <p>NOTE: City will not wait two (2) weeks for a return visit if the above occurs.</p> <p>If necessary, City can arrange to have the waste pickup truck met if Fire Station is unoccupied for an extended period day by day.</p> <p>Vendor shall bid price per container to include in the price per container, cost of container, cost of pick up/transport and disposal of blood contaminated products. City of Mobile will not add after the fact any additional fees or charges to include fuel surcharge, transportation, disposal, etc. The price shall be the same per container for all containers at all locations for the term of the contract. There shall be neither variance of the price nor addition of fuel surcharges, etcetera.</p> <p>Due to ongoing Fire Station renovation and repairs, some stations may be closed for extended periods of time. The City will notify the drivers of the pending close of a station. The city will not pay for dry runs at closed fire stations. There may, however, be circumstances where notification is not possible due to emergency closures, water leaks, heating and cooling failures, storm or building failures or even a fire—(yes firehouses do have fires).</p> <p>Vendor will be responsible to pick up unused containers at conclusion/end of contract. City will not allow subcontracting of the pick up of medical waste.</p> <p>The City of Mobile Animal Shelter will also be included in this Contract. They have one (1) Location; will also require two (2) week pickups unless changed by the City of Mobile in writing by letter.</p>					
			TOTAL			

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 4 of 5</p> <p>City of Mobile Business License will be required of a successful vendor.</p> <p>The same price per container shall pertain to all locations.</p> <p>Price per container picked up and disposed: _____</p> <p>Size of container to be provided: _____</p> <p>Product used to disinfect reusable containers: _____</p> <p>Description of containers to be provided for transport of Blood Contaminated items:</p> <p>_____</p> <p>SAMPLE of the contract that will need to be signed as part of the award of this bid may be viewed at cityofmobile.gov/bids; search this bid number. It is not necessary to sign and return this sample of the contract as part of your bid response.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/</p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number.)</p>					
			TOTAL			

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 5 of 5</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.gov.</p> <p>CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.</p> <p>Pricing to be firm for one (1) year following the approval of Contract by the City of Mobile. At the option of the City, the award of this bid may be extended for two (2) additional one (1) year periods.</p> <p>TO BE AWARDED ALL OR NONE.</p>					
			TOTAL			

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Firm Name _____

By _____

VENDOR SHALL PROVIDE WITH THEIR BID THE FOLLOWING:

1. Registration with the Alabama Secretary of State to do business in the State of Alabama.

State of Alabama Entity Number _____

Attach copy of Entity Registration Certification.

2. Permitted with Alabama Department of Environment Management as a ADEM Medical Waste Transporter.

Provide copy of Face page of permit showing date issued and date of expiration.

3. Registration with E-Verify Program.

Registration Number _____

Attach copy of Registration showing number and vendor name.

4. Letter from Insurance Carrier that Bidder can get the Insurance as required by attached copy of Contract.
5. Copy of City of Mobile Business License or most recent. If expired, vendor will need to provide a new active license prior to award of this bid.
6. If waste is being destroyed/disposed of in the State of Alabama, provide the name of the vendor and location. Provide copy of their permit to destroy/dispose of the Medical Waste.
7. If transporter is out of the state of Alabama, state the name and location of where the transported Medical Waste will be destroyed or disposed of.
8. Provide Name and Certification of Certified Hazardous Waste Specialists or Staff.

NOTE: If Bidder fails to provide with the bid the required forms or certificates, the bid will be rejected.



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

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: **NAME dba BUSINESS NAME**
Street Address
City, State Zip Code

City Business License No.: **XXXXXXXX**

For the following Project: **NAME OF PROJECT**

STREET ADDRESS
CITY, STATE ZIP CODE
PROJECT NUMBER: ME-000-00



STANDARD SERVICES AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and [Contractor Legal Name], hereinafter referred to as "Contractor."

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

[if applicable] WHEREAS, the City issued [Insert RFQ, RFP or bid package identification] on [insert date]; and,

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

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

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

I. CONTRACTOR'S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of [Contract Title] (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

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

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

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

IV. METHOD OF PAYMENT

- A.** The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's [Department Head] indicating that services have been rendered in conformity with this Contract.
- B.** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to **Exhibit C**, Fee Schedule, attached hereto and incorporated herein.
- C.** The Contractor's invoices shall be in a form satisfactory to the [Department Head] who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

- A.** No changes to this Contract or the performance contemplated hereunder shall be
 - 1. made unless the same are in writing and signed by both the Contractor and the
 - 2. City's authorized agent.
- B.** If the City's [Department Head] requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by

the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

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

VII. CONTRACTORS INSURANCE

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A.** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B.** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C.** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he

has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

- D.** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E.** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F.** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G.** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A.** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

X. LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the

completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be \$ [insert] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

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

XII. OBLIGATIONS OF THE CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

- A.** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B.** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C.** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A above.
- D.** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E.** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F.** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G.** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XIV. DISPUTE RESOLUTION

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

XV. CONTRACTOR WARRANTY

- A. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- C. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- D. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance

within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
1. Cancel the stop work order; or
 2. Terminate the work covered by the order; or
 3. Terminate the Contract in accordance with provisions contained in Section XIII.A.
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is _____ or the Director's designated representative, _____.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o _____
As: City's Authorized Agent
P.O Box _____
Mobile, AL _____

Copy to:
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633

CONTRACTOR:
[insert]
c/o _____
Contractor's Authorized Agent

[Insert Address]

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

XVIII. DEFAULT/ BREACH

- A. **Default.** Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

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

thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

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

XXI. CURE PLAN

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

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXIII. PEER REVIEW/VALUE ENGINEERING

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

XXIV. ANTI-BOYCOTT

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

XXV. NON-DISCRIMINATION

- 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 percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXVI. COMPLIANCE WITH IMMIGRATION LAW

- A.** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVII. MISCELLANEOUS

- A.** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D.** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F.** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L.** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M. Preparation of Agreement.** All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N. Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q. Amendment and Waiver.** This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. Attorney's Fees and Costs.** If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights.** Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

Contractor, [insert name], Inc.

BY: _____
Its Authorized Agent

Print Name: _____

Date: _____

ACKNOWLEDGEMENT

The State of _____}
_____ County}

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as Authorized Agent of _____, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 20____.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: _____

CITY OF MOBILE, A Municipal Corporation

BY: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE REQUIRED

EXHIBIT E: E-VERIFY IF APPLICABLE

EXHIBIT D: CONTRACTOR'S INSURANCE

For the term of this Agreement, the 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. Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies, and no policy will be altered or terminated unless City shall be 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

1. **Commercial General Liability Insurance** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City of Mobile, its officers, and employees as additional insureds;
2. **Automobile Liability Insurance**, if applicable, covering any vehicles used in the performance of this Agreement; and
3. **Workers' Compensation Insurance**, if Contractor employs personnel subject to the Alabama Workers' Compensation Act.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

Contractor shall furnish a Certificate of Insurance and endorsements evidencing such coverage prior to commencement of services and attach to this contract prior to execution as **Exhibit D**.