



CITY OF MOBILE  
REQUEST FOR QUALIFICATIONS  
RFQ: 2018 - 013

STARTUP IN RESIDENCE

**The City of Mobile (“City”) is seeking qualification packages from participants in the Startup in Residence (“STIR”) program through City Innovate for a potential contract in an amount not to exceed \$30,000, to develop a technology solution that facilitates the certification, tracking, and participation of City disadvantaged business enterprises in contract opportunities.**

**Responses Due: November 14, 2018**

**Questions** due to City Innovate <https://startupinresidence.org> . Do not send questions regarding this RFQ directly to the City of Mobile. All questions regarding this RFQ must be submitted through City Innovate at the above site.

**Qualification packages must be submitted according to the guidance provided through the online application portal at <https://startupinresidence.org/>.** Qualification packages submitted after the due date and time will not be considered.

The full contents of the Request for Qualifications (RFQ), and any subsequent Addenda to this RFQ may also be found on the City of Mobile website at <http://www.cityofmobile.org/bids/>.

## 1. GENERAL INFORMATION

- 1.1. The City is soliciting proposals from start-ups for technology-based solutions to address the specific “Civic Challenge Area” described further in **EXHIBIT A**. “Technology-based solutions” means on-premise software, mobile apps, hosted software, information technology hardware, and/or any combination thereof. The City will select the best qualified (highest scoring) respondent to participate in a four-month long “residence period” to work with the City Supplier Diversity Manager, and City supplier diversity partners, to develop their proposed technology-based solution. The residence period will run from January 2019 to May 2019. The STIR Program will include an educational component during the residence period for the selected participants and corresponding City agencies and supplier diversity partners consisting of in-person and web sessions with leaders in the business, legal, finance, investment, and consulting sectors, as well as government executives, innovators, academics, and researchers. The educational component aims to help STIR participants learn about navigating government partnerships, the government procurement process, open data and systems integration, and civic tech trends. City leaders will learn about the technology marketplace, developing modern technology solicitations and how to approach

building a technology product.

- 1.2. Upon the conclusion of the residence period and the creation of a minimum viable product as defined by both parties, the City will have the option to license any technology-based solution developed during the residence period as follows:
  - 1.2.1. Perpetual License to on-Premise Software: In those cases where the participant develops on premise software, the City will have the option to license the software in perpetuity free of charge. If the option is exercised, the participant(s) will maintain the software and provide the City with free maintenance for six (6) months, during which time the City and participant(s) will negotiate an annual maintenance fee for future years.
  - 1.2.2. Hosted Software or Applications: In those cases where the software developed is hosted by a participant (i.e., “hosted software”), the City will have the option of a term license with the first six (6) months of access provided free of charge. If the option is exercised, the City and participant(s) will negotiate an annual subscription fee for future years.
  - 1.2.3. Hardware: In those cases where the participant develops a hardware product, the City will have the option to lease or license the product for free for one year (including free maintenance). If the option is exercised, the City may elect to purchase or continue leasing the product following the initial year of free use, and in such a scenario will negotiate a compensation charge and maintenance with the participant(s).
- 1.3. Selected participants will be required to sign a contract (see sample provided in Exhibit C) prior to commencing work with the City. The perpetual license, hosting, and/or purchase option agreement(s) will be entered into following the residence period if a successful technology based solution has been developed by participant(s). In those cases where the participant (“Contractor”) develops a hosted software solution, special legal requirements would apply to the license, hosting, and/or purchase option agreement. Technology-based solutions must be in compliance with the City’s technical architecture and environment. The Contractor shall ensure that all physical or electronic transmission or exchange of data with the City and/or any other parties expressly designated by the City shall take place via secure means (for electronic transmissions using HTTPS or SFTP or the most recent version used in the industry). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the City contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that no City data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties.

- 1.4. The purpose of the Startup in Residence Program (“STIR” or “Program”) is to introduce City agencies, departments, commissions and boards (“Departments”) to new innovation and technologies. These products will enhance government productivity, efficiencies and help improve the community member experience. As part of a competitive application process, City departments will select startups to participate in the STIR Program who will get to work with City staff on innovative solutions to actual government needs. Startups will be working on the Civic Challenge identified by the City in **EXHIBIT A** as potentially modified upon mutual agreement by the City and Startup.
- 1.5. The City Supplier Diversity Manager will determine the nature of the collaboration with the startup selected including, but not limited to, the number of meetings, expectations, appropriate deliverables and minimum viable product. These expectations will be discussed together and documented at the start of the 16-week program with assistance from the STIR program manager.
- 1.6. The selected Startup will participate in the Program on a volunteer, unpaid basis. The use of City staff time and resources is at the discretion of the participating City departments in accordance with department policies and the laws of the City.
- 1.7. The selected Startup will work with the City to conduct research, early product development, prototyping, and user testing. This also includes:
  - 1.7.1. Discussing technical requirements on an ongoing basis.
  - 1.7.2. Working together to conduct primary user feedback.
  - 1.7.3. Deployment of pilot software for the products beta.
- 1.8. The term of agreement begins January 2019 and continues until May 2019. The estimated schedule for this project is as follows:
 

1.8.1. Qualifications submissions due	November 14, 2018
1.8.2. Interviews if required	December 2018
1.8.3. Notification of selection	December 2018
1.8.4. Contract approval	Late Dec 2018/Early Jan 2019
1.8.5. 16 Week Program	Jan 2019-May 2019
- 1.9. Written questions may be submitted at <https://startupinresidence.org/> via

Screendoor as indicated on the submission page.

- 1.10. The City reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, this RFQ does not obligate the City to accept or contract for any expressed or implied services.
- 1.11. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.
- 1.12. This Applicant selection may be acknowledged and used by other government entities to replace their respective competitive procurement selection processes for RFP and RFQ purposes such that other government entities may contract with Applicant for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process. Terms, conditions, and prices of the contract executed with Applicant may be used by other government entities to contract with Applicant for the same or substantially similar product(s) or service(s) under either the same or a separate contract.
- 1.13. Vendor shall be responsible for collecting, reporting, and paying all sales taxes to the State, County, and City. Selected Vendor will be expected to obtain a City of Mobile business license if and when the City elects to purchase Vendor's product or service.
- 1.14. Vendor will be expected to maintain insurance coverage, but understands that not all Vendors may have the full coverage required below. Please indicate in your submission the insurance you will be able to provide. All insurance required must be provided by a company licensed to do business in the State of Alabama and with an A.M. best rating of at least A minus (A -). Proof of Insurance must accompany the signed contract. The City of Mobile shall be an additional insured under any General Liability, Business Auto, and Umbrella Policies using an ISO Additional Insured Endorsement form CG2012 or its equivalent. Coverage shall apply as Primary and non-contributory. Waiver of Subrogation shall be made in favor of the City of Mobile. The policy shall not be cancelled unless the City is given at least thirty (30) days advance written notice. Notice will be delivered in accordance to Policy Provisions. Contractual liability and any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated. The following coverages are generally required for Vendors:

- 1.14.1. Workers Compensation as required by Alabama law.
- 1.14.2. Commercial General Liability
  - 1.14.2.1. Each occurrence for: Bodily Injury/ Property Damage: \$1,000,000
  - 1.14.2.2. Personal and Advertising Injury: \$1,000,000
  - 1.14.2.3. Products/Completed Operations Aggregate: \$1,000,000
  - 1.14.2.4. General Aggregate: \$1,000,000
  - 1.14.2.5. Fire Damage: \$100,000
  - 1.14.2.6. Medical Payments: \$10,000
- 1.14.3. Business Automobile Liability:
  - 1.14.3.1. Combined single limit for bodily injury and/or property damage \$1,000,000.
  - 1.14.3.2. Combined Auto Single Limit (BI/PD): \$1,000,000
- 1.14.4. Umbrella \$1,000,000 each occurrence / \$1,000,000 aggregate
- 1.14.5. Products/Completed Operations \$1,000,000 aggregate.

## 2. RFP SUBMISSION PROCESS

- 2.1. Vendor's Certification. Each Vendor shall complete the online "Certification" included with this RFQ that acknowledges receipt and acceptance of the terms and conditions of the RFQ. Submissions may be rejected if the Proposer's Certification form is not submitted.
- 2.2. Narrative Submission. In addition to the Certification, proposers shall submit the specific information requested in **EXHIBIT B** in a narrative document online at <https://startupinresidence.org/> that will be the primary basis by which the City will determine the best qualified Contractor:
- 2.3. Submissions should be prepared simply, providing a straightforward, concise description of the Proposer's ability to satisfy the requirements of the RFQ.
- 2.4. The Proposer shall furnish such further and additional information as the City may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- 2.5. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFQ, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFQ should be assumed to be

potentially subject to public disclosure.

### 3. METHOD OF SELECTION

- 3.1. The City will receive qualification packages submitted through the STiR program. The City assumes no liability for the timely and complete transmission of proposal packages to STiR, and from STiR to the City. Respondents are cautioned to ensure STiR submission requirements are followed.
- 3.2. Completeness: Proposers are required to submit all information requested by this RFQ. Failure of the City to receive a complete submission may negatively impact the City's evaluation of a submission.
- 3.3. The City will appoint a designated selection team to evaluate all submissions to select the Respondent whose qualifications, experience, and potential to perform, in the City's sole discretion, best meets the City's needs and objectives as identified in the .
- 3.4. Proposals will be evaluated on a 100 point scale according to the following categories and weighting:
  - 3.4.1. Basic Qualifications: Applicant demonstrates qualifications that are sufficient to the government team: **50 points**
    - 3.4.1.1. •Demonstrated professional work experience
    - 3.4.1.2. •Demonstrated academic expertise
    - 3.4.1.3. •Other demonstrated expertise
    - 3.4.1.4. •Stage of the product / service
  - 3.4.2. Technology applicability: Applicant articulates how you will apply technology in addressing the challenge **30 points**:
    - 3.4.2.1. Extent to which you intend your final idea, product or service will speak to the project outcomes – how will you define success
    - 3.4.2.2. How your innovative processes will attempt to address the project desired outcomes
  - 3.4.3. Applicant's collaborative approach and understanding of the City Challenge. **20 points**



3.5. The City reserves the right to reject any or all proposals.

#### 4. NEGOTIATIONS

4.1. After the evaluation process, the City will offer the highest scoring submission a thirty (30) day exclusive negotiation period. This period may be extended at the City's sole discretion. The City may award a contract on the basis of initial proposals received, without further negotiations, or may negotiate a final contract.

4.2. In the event that there is an impasse in any negotiations, or the City's representatives determine that a contract cannot be reached, the City reserves the right to go to next highest ranked submission, then may continue through those firms on the final list until a contract is successfully negotiated. The City reserves the right to reject any or all submissions at any time, or to cease negotiations over a contract at any time.

4.3. No Proposer shall have any rights against the City arising from such negotiations.

4.4. If you are awarded a contract, you may not sell, transfer, or give your contract rights to anyone else.

4.5. Vendor will be expected to sign a service contract with the City consisting of the terms essentially included in the attached sample contract at **EXHIBIT C**, subject to modification or negotiation.

Exhibits     A Challenge Statement  
               B Qualification Survey  
               C Sample Contract



## STIR Challenge Template – City of Mobile

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### **Goal statement**

#### **What do you aim to accomplish?**

To equip Disadvantaged Business Enterprises (DBE) with the information need to properly register as a business, more easily identify and reply to City bid opportunities applicable to their skills and certifications, and accurately submit a Disadvantaged Business certification application.

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#### **What is your department responsible for in relation to this challenge?**

The City of Mobile Office of Supplier Diversity is responsible for vendor registration, DBE certification, evaluation of bid packages for proper DBE participation, tracking of DBE spends, Micro-Economic Loan Program (City and County) and engaging DBE and Small Business vendors in the City's procurement process. We also facilitate the publication and advertisement of bid opportunities, especially for DBE's.

#### **What is the current state of your process?**

Currently, when a vendor wants to register to be a vendor for the City, they are directed to the City's vendor self-service portal to register or are emailed vendor registration forms. For DBEs, City supplier diversity staff emails and discusses verbally what needs to be attached with the certifications application. Once the packets are turned in the two of us review the information included verifies the information and schedules their on-site visit (with employee interview). For bid solicitations, the City posts its bid documents on the City web page, and mails or emails bid packages to vendors that have indicated their interest in receiving bids directly. The bids are in paragraph format with often lengthy terms and conditions. Vendors are responsible to find bid opportunities, screen them for qualification requirements, and complete responses that often require multiple forms, assertions, and legal documents (bonds, certificates, insurance, etc.)

#### **What pain points do your staff and/or residents experience?**

For bids, we often do not get sufficient numbers of DBE bidders, or their bids are submitted incorrectly. For the DBE certification process, it can be a time consuming, repetitive process to get the required information from the DBE applicant to allow for review of the DBE's file. Once the evaluation process begins, if the necessary information is not included with the application, an email is sent to the vendor with a listing of the unaccounted documents with a request for them to be forwarded to our office. (Many





times the vendor does not have and does not know how to obtain the information needed). The City s has to assist with obtaining business/personal tax records, banking documents, equipment lease/purchase agreements, E-verify , State Registration and business type designation documents.

**Outcomes**

What are the outcomes you’re trying to achieve for your internal/external stakeholders/users?

The City would like to see more DBE vendors correctly registered with the City and successfully bidding for and obtaining contracts. The City would like to do this by reducing administrative and informational barriers with a user-friendly tool that helps the Vendor determine the right documentation required, and helps the Vendor complete, compile, and submit that information. Additionally, the tool would ease the City’s review process for compliance. The tool would help the City reach more DBEs with bid opportunities, allow DBEs to be aware of and screen bid opportunities for best fit and likelihood of success, and improve a DBE’s success rate in submission of a responsive bid. Some functionality of such a tool may::

- Guide vendors to the City’s Vendor Self-Service website
- Guide them through the Disadvantaged Business Application Check List
- Provide website links to the proper agencies they would need to obtain information from information for completing there DBE Application
- Provide businesses with a templet of what they should have when they come to the City Vendor Self-Service portal to register as a vendor with the City of Mobile

**Challenge Context**

<p>What is the mission of the organization or department that submitted this challenge? (you can copy/paste from a website)</p>	<p>The office of Supplier Diversity is dedicated to creating and implementing programs, policies and procedures that assist underserved, under-utilized and disadvantaged businesses with gaining greater access to procurement opportunities and resources to build competitively viable and sustainable businesses in and for the City of Mobile.</p>
<p>Who would interact directly with the solution? (staff and/or residents)</p>	<p>Archnique L. Kidd, Supplier Diversity Manager</p>



**EXHIBIT A CHALLENGE STATEMENT**



Who is the proposed project manager for addressing this challenge?	Archnique L. Kidd, Supplier Diversity Manager
Do you anticipate being able to get support from the department head or other senior leadership for this challenge?	Yes
What is the ballpark budget range that you can allocate to addressing this problem in the first year, in Summer – Fall 2019?	\$5,000 to \$20,000
Are there additional departments or external organizations that need to be a part of the decision-making process to address this challenge?	No



## EXHIBIT B QUALIFICATIONS



Please provide the below information about your firm to help us determine the best match for the City.

### Contact information

1. First and last name of the person submitting this application:
2. Email address:
3. Phone number:
4. City/cities in which your company is located:

### About you

5. Group or company name, if any:
6. Group or company URL, if any:
7. Total number of team members:
8. If you have a video or demo describing your product, share the URL:
9. Describe what your group or company does in 300 characters or less:

### Program expectations and commitments

10. Interviews will be scheduled the week of November 25th. Will you be available for an in-person or remote interview during this time?
11. Are you able to commit to visiting the location of this government organization once in January 2019 and one additional time in March - April 2019?
12. Are you be able to commit to volunteering your time for the 16-week project period between January - May 2019?

### Your product/service

13. What is the stage of your idea, product and/or service?
14. Will you be building a product from scratch or will you be customizing an existing product for this challenge?
15. Are there any existing services or products that you use and are exclusive to using, such as cloud providers etc.? You don't need to list the company name but please list the types of services.

### Your approach to this work

16. Describe how you plan to address this challenge.
17. Identify the primary technology that you will use and a high-level description of the process.
18. How do you expect that your technology will help the government achieve its outcomes?

### Qualifications



## EXHIBIT B QUALIFICATIONS



19. Why did you apply to this challenge? Do you have expertise in this area?  
Are you passionate about this problem?

20. What makes you qualified to work on this challenge? Do you have relevant academic degrees? Professional experience? Both? Something else?

21. What makes your team qualified to work on this challenge?

22. Please share qualifications about team?

23. Why will your team be successful in addressing this challenge?

### Optional (not required) questions

24. How did you hear about STIR?

25. What convinced you to apply to the program?

26. What is the estimated range of the cost of your product and/or service?

### If you intend to customize an existing product.

27. Describe what your product/services does in 300 characters or less.

28. If you are having success in the market with your product already, why are you interested in the program?

### If you intend to build a product from scratch.

29. Describe your build process relevant to a problem like this one in 300 characters or less.

30. Have you done user research before? Please describe when/where/for what purpose and one thing that you learned.

31. Have you done an agile sprint methodology before? Please list which one and one thing that you learned.

32. Have you ever co-designed a product or service before? Please describe that experience and one thing that you learned.

## City of Mobile



### Startup in Residence Challenge

#### AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and \_\_\_\_\_, (hereinafter "Contractor"), a for profit company organized under the laws of the State of \_\_\_\_\_.

WHEREAS, the City desires to partner with Startup participant ("Contractor") through City Innovate's Startup in Residence (STiR) program to work together on a solution to the City's Challenge Statement described in the City's Request for Qualifications 2018-013, and

WHEREAS, the City has determined that Contractor is uniquely and best qualified provide these services and Contractor has agreed to provide such.

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

**ARTICLE 1. Scope of the Work; Term.** The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, City of Mobile RFQ 2018-013, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue until September 30, 2019.

**ARTICLE 2. Obligation to Purchase Product.**

At the conclusion of City Innovate's 2018 – 2019 Startup in Residence (STIR) program, City may enter into a contract or issue a purchase order to Contractor, accepting the preceding STIR procurement process as valid.

All purchases made by the City including any purchases of civic technology products related to City Innovate's Startup in Residence (STIR) program, must comply with City's terms, conditions, and minimum qualifications.

## EXHIBIT C SAMPLE CONTRACT

The City reserves the right in its sole discretion not to enter into any contract as a result of participation in the 2018 - 2019 STIR program.

The City has no ownership interest in the work product created by Contractor, except to the degree and under the conditions mutually agreed to by City and Contractor if City chooses to purchase the product created by Contractor. The City retains ownership of any pre-existing propriety City information and data that may be provided to Contractor. Contractor may not use City branding or imply City endorsement of Contractor's product or experience without the express written consent of the City.

**ARTICLE 2. Insurance:** For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, or as otherwise negotiated based on the nature of Contractor's work. Evidence of such insurance shall be included as **Exhibit B** to this contract.

**ARTICLE 3. Breach of Contract:** In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

**ARTICLE 4. Indemnification:** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

**ARTICLE 5. Entire Agreement:** This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations,

## EXHIBIT C SAMPLE CONTRACT

understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

**ARTICLE 6. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

**ARTICLE 7. Licenses, permits, etc.:** Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of Exhibit A.

**ARTICLE 8. No Agency Relationship Created:** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

**ARTICLE 9. Nondiscrimination:** Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Contractors and subcontractors performing work for the City.

**ARTICLE 10. Termination of Contract:** Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

**ARTICLE 11. Assertion of Rights:** Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

**ARTICLE 12. Notices.** Notice for the City shall be mailed to:  
City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

Notices to Contractor shall be mailed to:

**EXHIBIT C SAMPLE CONTRACT**

**ARTICLE 13. Compliance with Alabama Immigration Law**

By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

**ARTICLE 14. Boycotts**

By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**ARTICLE 15. Signatures:**

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

CONTRACTOR,

\_\_\_\_\_, Its \_\_\_\_\_ (title)

On behalf of Contractor

\_\_\_\_\_ Date

CITY

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_ Date

ATTEST:

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

\_\_\_\_\_ Date