



City of Mobile
Bid Number 5502
PERSONNEL PAYROLL/STAFFING SERVICES
“YES” YOUTH INTERN PROGRAM

Advertised: December 21, 2020
Questions Due: January 12, 2021
Bids Due/Opened: January 19, 2021, 11:30 a.m.
local

Mailing Address:

City of Mobile
Purchasing Department
P.O.Box 1948
Mobile AL 36633

Package Delivery:

City of Mobile
Purchasing Department
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

Phone: (251) 208-7434

Email: Purchasing@cityofmobile.gov

- I. The City of Mobile (“City”) is seeking SEALED BIDS from Personnel Payroll/Staffing Service vendors (Contractor) who can provide payroll services to support the City “Youth Empowered for Success” (YES) Intern program, as per these specifications.

II. Background

- A. The City’s YES Intern program employs 100-150 Mobilians, 16-24 years old, mostly in concentrated periods during traditional school breaks, but also in smaller numbers throughout the year. YES is designed to teach the Interns how to participate in the workforce through experience, training, and placement in City departments and partner non-profit agencies in Mobile. The Interns are selected by the City after an application, screening, and interview process conducted by the City. The summer break work period, which employs the largest cohort of interns, begins annually on or about the first week of June, and runs for 6-8 weeks until on or about the end of July. Some of the interns selected for the summer program may continue for longer periods. The City also may select and employ Interns for other focus periods such as Christmas and spring breaks.
- B. Contractor’s role will be to relieve the City of hiring, onboarding, insurance, and payroll management responsibilities for these Interns, and provide an important learning experience for Interns in online workforce enrollment, timekeeping, and payment. Contractors must be a full-service staffing company that uses web-based enrollment and management systems and can provide in-person, on-site instruction and onboarding support. City will supervise and will track and report Intern work hours to Contractor.
- C. The City intends to award this contract for a one-year period, to begin in early 2021 for YES program hires that may begin during spring break periods, then renewable annually with the consent of both parties for two additional one-year periods.
- D. The City intends to reimburse and compensate contractor each intern’s hourly wages plus a fixed percentage markup of that hourly rate. The contract value for each year is not to exceed \$300,000 but may be substantially less than that amount. The actual amount to be paid to Contractor each year will depend upon the number of program participants, the number of hours worked, the hourly wage rate the City selects (expected to be the federal minimum



wage), and the Contractor's markup rate. Program size and scope is also dependent upon the availability of appropriations for the program.

- E. The Scope of Work for the Contractor, to include a representative sample of the types of positions in which Interns will be placed, can be found as **Exhibit A**.
- F. A sample contract document the Contractor will be expected to execute can be found as **Exhibit B**.
- G. The documents to submit as your bid can be found as **Exhibit C**.
- H. Federal funds may in some part be used to support this program. The additional terms in **Exhibit D** are applicable to this solicitation.

III. Qualifications to Bid

- A. The City expects the selected Contractor to execute a contract with the City that will include these bid specifications and a standard service agreement (see enclosed sample), shortly after bid selection. Contractors wishing to bid on this contract must be prepared to fully, efficiently, and effectively complete the contract requirements, and be properly qualified to do business with the City of Mobile. To that end the City is requiring specific information, qualifications, and assurances from bidders to be eligible to bid. Failure to meet these requirements will result in rejection of a bid.
- B. The City is requiring Contractors that wish to bid to show the following licenses and enrollment:
 - i. Be properly enrolled as a business entity with the Alabama Secretary of State,
 - ii. Have a current City of Mobile Business license,
 - iii. Be enrolled in the federal E-Verify program, and
 - iv. Have a Child Labor Certificate issued by the Alabama Department of Labor.
- C. The City encourages the application of small and disadvantaged businesses for this opportunity. In accordance with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprises), and 12138 (concerning Women's Business Enterprises), the City of Mobile is conducting outreach to minority and women owned businesses to ensure, to the maximum extent possible, opportunities exist for minorities and women, and entities owned by minorities and women to participate.

IV. Bid Amount

- A. City will pay Contractor a fixed hourly rate per hour of documented Intern work for Contractor's provision of all of the services described in this Scope of Services. This will include all insurance, payroll services, participation in training, and support services.
- B. City can pay contractor based on bi-monthly (every two week) invoices. Payment terms will be net 30.
- C. The City does not require a bid bond.



- D. Bids will be stated as a percentage increase (markup) the City will pay Contractor above the hourly rate to be paid to Interns.
- E. The City will intend to award a contract to the responsive and responsible Bidder offering the lowest markup rate.
- F. For example, if the City desires Contractor to pay Interns \$7.25 per hour, City will pay Contractor \$7.25, plus a fixed percentage of \$7.25, for every hour. If Contractor's bid is for a 20% compensation markup, the City would pay Contractor: $\$7.25 + (0.20 \times \$7.25) = \$7.25 + \$1.45 = \$8.70$ per hour per Intern hour worked.
- G. Federal grants funds may be used to pay for some or all of this program. The additional clause found in Exhibit D are incorporated by reference into this bid solicitation and award. Because federal funds may be used, the local vendor preference provisions of Ala Code 41-16-50(a) are not applicable to this award.

V. Other Guidance on Submitting your Bid

- A. Please use **Exhibit C**, or a facsimile of **Exhibit C**, to submit your bid. Please sign your bid.
- B. All bids must be submitted in a sealed envelope that has the Bid Number on the outside and/or with the date and time of the bid opening 11:30 A.M., Tuesday, January 19, 2021, to the address indicated on the first page of this form. Please note that package delivery and U.S. mail addresses differ.
- C. All bids must be received and date-stamped in the Purchasing Department prior to 11:30 A.M., Tuesday, January 19, 2021.
- D. Any bids delivered after the due date will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the date for the bid.
- E. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.
- F. Please submit questions about this bid, its terms or conditions, by E-mail, NOT LATER THAN 11:30 A.M. January 12, 2021, to Purchasing@cityofmobile.org.
- G. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <http://www.cityofmobile.org/bids/>. Answers to submitted questions will be made, and if necessary, posted as an addendum not later than 11:30 A.M., January 14, 2019.
- H. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.
- I. All bids become property of the City of Mobile and are subject to public inspection.



- J. The City reserves the right to award some, all, or none of the bids received on this bid. The City also reserves the right to waive any irregularities, and to reject bid submissions for any reason, including failure to provide any required documentation, or if the bidder is in arrears or in default upon any debt or contract to the City , or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions.
- K. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Exhibits: **A** Scope of Work & Representative Intern Position Table
B Sample Contract
C Bid Form (to be submitted as your Bid)
D Additional Terms Relating to Purchases with Federal Grant Awards



EXHIBIT A Scope of Work

SCOPE OF WORK – PERSONNEL PAYROLL/STAFFING SERVICES CITY OF MOBILE YOUTH EMPOWERED FOR SUCCESS PROGRAM

For a fixed amount per hour, per employee, stated as a percentage markup of the hourly wage of the employee, Contractor will provide the following services:

- 1) Hire as temporary employees (“Interns”) up to approximately 150 persons, aged 16-24, as participants in a City of Mobile (“City”) “Youth Empowered for Success” Intern program. Most Interns will work for 6 to 8 consecutive program weeks during the months of June through July. Some Interns will work additional periods that may be over school breaks or for extended periods during the school year.
- 2) Provide staffing services (“Services”) to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.
- 3) Provide Interns statutory worker’s compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.
- 4) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.
- 5) Provide Interns all of City’s safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.
- 6) Provide live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support for the summer program period will be for a



minimum of two days at a site determined by the City.

- 7) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.
- 8) Inform Interns in writing that they are employed by Contractor, not the City.
- 9) Notify Interns in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the City.
- 10) Prepare and distribute an Employee Handbook to Interns that identifies and explains Contractor's policies and procedures that will be followed during the course of Intern employment with Contractor.
- 11) Inform Interns in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the City within 24 hours of receipt of any such reports.
- 12) Be solely responsible for, and holding City harmless from, all administrative employment matters regarding Interns including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to the Interns. Interns will accrue no time off or sick time.
- 13) Pay Interns at the hourly rate directed by the City in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Alabama Labor Code. Contractor will maintain required Child Labor certificates. Contractor shall maintain complete and accurate records of all wages paid to Interns. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to City.
- 14) Remove employees as directed by the City.
- 15) Designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email.
- 16) In the event PHI is inadvertently transmitted to Contractor, Contractor shall



immediately inform the City and the Parties shall work cooperatively to take all necessary action to address compliance with HIPAA and state privacy laws. The services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the City's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the City, as defined in HIPAA.

- 17) Provide detailed invoices to the City at agreed upon intervals.
- 18) Cooperate with the City in promotion of the program and acknowledge that Intern images, names, and comments may be featured in promotional releases, including through social media, by the City.
- 19) At its sole cost and expense, procure and maintain in effect at all times throughout the Term of this Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent by a company authorized to issue insurance in the State of Alabama:
 - (i) Commercial General Liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than \$1,000,000 per occurrence limit and \$1,000,000 general aggregate limit;
 - (ii) Automobile Liability Insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least \$1,000,000 per accident;
 - (iii) Full statutory coverage for Workers' Compensation in accordance with applicable state or country law; and
 - (iv) An Umbrella Liability policy with limits not less than \$3,000,000.

City will provide the following:

- 1) Define desired Intern requirements.
- 2) Recruit, interview, screen, and select the Intern program participants. The Participating Public Agency shall perform background checks on each potential Resource prior to the beginning of their assignment.
- 3) Provide name, background, and contact information for each Intern to Contractor at least 30 calendar days prior to program start.
- 4) Define the hourly rate of pay for each Intern. The expect rate for all Interns will be the current federal minimum hourly wage.
- 5) Reimburse (pay) the contractor for Intern documented hourly work performed at the



designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses

- 6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.
- 7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.
- 8) Notify contractor of the specific work assignment and location of each employee.
- 9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.
- 10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Employees shall work Monday through Friday between 7 am and 5 pm, and no more than 40 hours per week. Break and lunch periods will be at the discretion of individual City supervisors.
- 11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.
- 12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.
- 13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.
- 14) City will not be liable for any conversion fees or direct hire fees.



Typical City YES Intern Locations and Job Descriptions (will be adjusted annually)

Department Name	Dept Address/ Location	Hours of Operation	Department Summary (brief description of services provided)	Approx Number of positions available.	Description of duties and the skills the intern will acquire.
MIT	651 Church St	Weekdays 9:00 am to 5:00 pm	Maintain software and hardware in all city departments	2	Answer phones and enter citizen requests for service in the 311 Call Center Assist voice/data technicians in repairing computers and printers
Build Mobile	205 Govnment Plaza, 3rd FL, South Tower	Weekdays 7:00 am - 4:00 pm	Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile.	4	Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned.
Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park)	Tues-Sun 10:00 am – 5:00 pm (Thurs to 9:00 pm)	Fine Arts Education	4	Assist Art educators in planning, facilitating, conducting summer art camp class
Police Department	2460 Govt Blvd	Weekdays 8:00 am – 5:00 pm	Public safety	10	Some working with animals and some administrative abilities.
Innovation-team	200 Govt St	Weekdays 9:00 am to 5:00 pm	Working with multiple internal and external stake holders to improve and enhance the City of Mobile	1	Team work/design thinking concepts/data/graphics/multiple other skills/



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Motor Pool	745 S. Broad Street	Weekdays 7:00 am - 4:30 pm	The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, asseting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Equipment Services	770 Gayle Street, Mobile, AL 36604	Weekdays 6:00 am to 3:00 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Litter & recycling, clean up of work areas in repair shop
Mobile Fire Rescue Department	701 St Francis St	Weekdays 7:00 am to 4:00 pm	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections.
Engineering & Development - REAM Department	Govt Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	Weekdays 7:00 am - 4:00 pm	If there are interns that are interested in HVAC or Facilities Maintenance, Brad has departments under him that can support an intern this summer.	1	Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work.
Neighborhood Development	Multiple, including local non-profits funded through CDBG	Weekdays 8:00 am- 5:00 pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability.



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Architectural Engineering	5th Floor Admin Tower, Govt Plaza, 205 Govt Street, Mobile, AL	Weekdays 8:00 am - 5:00 pm	Architectural design and construction oversight for City of Mobile facilities and parks	1	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Civic Engagement	Govt Plaza 5th Floor	Weekdays 8:00 am- 5:00 pm	Coordination of Arts and Culture/ Special Events and Homeless Initiative	1	Intern will be involved in meetings, development of work plans, working with various agencies in the community. The skills they will learn taking minutes/notes in meetings, development of meeting agendas, scheduling, learning to work with teams, overview or arts and culture and special events in the city.
Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	20	Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills.



Exhibit B Sample Contract

City of Mobile



Project: Personnel Payroll/Staffing Services

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 requires personnel staffing services for the City "Youth Empowered for Success" summer intern program, and

WHEREAS, the City has requested that Contractor 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**, Contractor's bid submission in response to City of Mobile Bid number 5235, 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 all tasks associated with the 2019 YES program are complete. The Agreement may be renewed with the consent of both parties for two additional one year program periods, the 2020 program and the 2021 program. The total cost of this agreement shall not exceed \$120,000 per program year.

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**. 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, 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.: Vendor 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. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed separately by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. 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. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to City Attorney, City of Mobile, P.O. Box 1827, Mobile, AL 36633. 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 12. 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 13. Notices. Notice for the City shall be mailed to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:

ARTICLE 14. 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 15. 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 16. 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

EXHIBIT A Contractor City of Mobile Bid Submission
EXHIBIT B Certificate of Insurance



EXHIBIT C BID SUBMISSION FORM

PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID

Business Entity ID Number, Alabama Secretary of State Office _____

City of Mobile Business License Number _____

Federal E-Verify Enrollment Number _____

Alabama Department of Labor, Child Labor Certificate No. _____

City will need insurance documentation for contract. Can Contractor provide Certificate of Insurance meeting City coverage requirements 5 business days after notification? YES _____ NO _____

City requires Contractor to have at least 5 years of experience in providing exceptional payroll and staffing services for Government and public institutions. Does Contractor have the minimum required experience? YES _____ NO _____

Please provide at least two customers for whom you have provided this service:

Name	Location	Dates
------	----------	-------

Name	Location	Dates
------	----------	-------

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 150 summer interns during June and July, 2021, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES _____ NO _____

City requires Contractor to use secure, web-based payroll administration software for access by Interns (employees) and the City for enrollment, hourly tracking, and management. Does Contractor use such software? YES _____ NO _____

Please provide the name of the software product(s) you use: _____

City requires Contractor to observe appropriate internal security in handling sensitive personnel information. Does Contractor hold a current, clean SSAE SOC 1, Type 2, or SSAE SOC 2 report?

YES _____ NO _____

If not, what other assurance of software and process security can the Contractor provide?

Please provide any clarification or exception to your answers (use additional pages if needed).



Please state your BID percentage markup here: _____%

**Please calculate and write below your total hourly rate based on your
BID markup, assuming the City directs \$7.25 as the hourly Intern pay:**

PLEASE SIGN YOUR BID BELOW. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Bid package. I certify that all representations I have made herein are true and accurate. I have authority to make representations and sign bid documents on behalf of this Bidder.

Signature

Date

Your Printed Name & Title

Official Corporate Name

Bidder's Point of Contact (Name, Email, Phone, Mailing Address) for this Bid:



Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance



of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of



notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any



employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of



the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney



must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and



(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. ADDITIONAL PROVISIONS RELATING TO FEDERAL HOUSING AWARDS: Should HUD funds be utilized, compliance with Section 3 of the Housing Act will also apply when appropriate.