



Addendum 1 to
CITY OF MOBILE
REQUEST FOR QUALIFICATIONS
RFQ 5686

PARKS AND RECREATION DEPARTMENT
Science, Technology, Engineering and Math (STEM) Partners

The following amendments and clarifications are made to City of Mobile RFP 5686 for STEM services for the City of Mobile, Alabama Parks and Recreation Department.

1. **The due date for qualification submission remains 5:00 pm, June 1,2022.**
2. Question: In **Paragraph III.A.**, Will priority scoring be given to organizations who do all 4 components under the scope of work? Or will each category be scored and purchased separately?
Answer: The City is open to organizations that can do individual pieces but is looking for someone who can possibly do all of these components.
3. •Question: In **Paragraph III.A.1.**, the Exploration Activities indicate the need for staffing and hands-on STEM projects. Would the City of Mobile be open to considering solutions where real-world, engaging and career connected STEM projects are delivered through digital content/programs? These STEM projects can be done independently and/or in large/small group settings where a company would not send in-person staffing.
Answer- The City is looking for large impact engagement and open to seeing all that is available, but looking for direct engagement with hands-on experience with staff who can provide all interaction.
4. Question: In **Paragraph III.A.3.**, Curriculum, Professional Development and Materials for Educators, is it the expectation that the vendor who provides the curriculum and materials is also the same vendor who provides the staff to deliver the curriculum? Or would the City consider a submission who provides the curriculum & training but not the actual oversight/instruction during the camps/afterschool?
Answer: We are looking for an organization that can build curriculum and provide train the trainer opportunities for our staff or contractors to implement curriculum.
5. Question: In **Paragraph III.**, what is the estimated budget for this RFQ?
Answer: The City has not set a budget for this program, but wants to know what a program like this would cost.
6. Question: In Paragraph III, approximately how many people will be using the curriculum materials (students, staff, etc)? This is critical to know for us to provide

cost/budget information.

Answer: Staff will implement the curriculum at our camps and afterschool programs in our centers. It is hard to say the overall number of people to be taught.

7. Question: In Paragraph III, what is the date range/performance period for this RFQ?

Answer: The expectation is to provide the services Fall 2022 through Summer 2023.

Please see the updated RFP below reflecting the above changes and clarifications.



City of Mobile
Request for Qualifications
RFQ Number: 5686

PARKS AND RECREATION DEPARTMENT
Science, Technology, Engineering and Math (STEM) Partners

The City (“City”) of Mobile is seeking qualification packages from experienced Contractors in Science, Technology, Engineering and Math (STEM) to provide interactive STEM services for the City of Mobile, Alabama Parks and Recreation Department.

Qualifications Due: 5:00 p.m., June 1, 2022.

Electronic Copies
MPRDDirector@cityofmobile.org

Mailing address
City of Mobile
Director of Parks and Recreation
48 North Sage Avenue
Mobile, AL 36607

Submit Questions to: MPRDDirector@CityofMobile.org

Timeline for Award:	Qualifications due:	June 1, 2022
	Provider notification:	June 8, 2022
	Contract award	June 29, 2022
	Performance begin	August 6, 2022

I. INTRODUCTION

- A. City of Mobile Parks and Recreation vision is to be a fun and safe place where everybody is somebody. Our Mission is to increase the social, emotional, and physical well-being of our community by providing diverse activities in secure and welcoming spaces. We’re looking for innovative and forward-thinking projects to promote our parks, facilities, programs, and events.

- B. It is the department’s intent to appoint the selected firm to assist with future marketing and advertising campaigns. The chosen firm will be required to:
 - 1. Conduct market research
 - 2. Pitch strategic, research-based recommendations
 - 3. Develop and produce creative curriculum.

4. Report and analyze and provide results.

II. STATEMENT OF PURPOSE

- A. The City of Mobile's Parks and Recreation department is soliciting responses from qualified organizations that can reliably provide the required services and perform to the satisfaction of the agreement.
- B. The vendor responses should quantify potential benefits and be educational regarding industry best practices and federal/state regulations. In addition, the responses should include cost information to assist with budgeting.

III. SCOPE OF WORK

- A. For each of the following project areas, the agency should prove capability and describe strategies to be used along with quality controls. The successful agency should demonstrate knowledge on current and innovative best practices on engaging youth and communities on STEM. The City is open to organizations that can do individual pieces but is looking for someone who can possibly do all of these components. Project areas and expected deliverables are:
 1. **Exploration Activities:** Expose and engage youth to hands-on STEM concepts through monthly activities. Will be responsible for creating, and implementing activities at the monthly engagements and providing all staffing, volunteers and industry specific experts to increase community STEM awareness. The City is looking for large impact engagement and open to seeing all that is available but looking for direct engagement with hands-on experience with staff who can provide all interaction.
 2. **Skill-Building:** Youth are taught project-based skills that build on problem solving and encouraging parents and complete families to be involved.
 3. **Curriculum, Professional Development and Materials for Educators:** Training and coaching of staff, volunteers and interns to build a pipeline and culture of STEM knowledge and education within MPRD, in addition to providing curriculum and materials to be taught at camps and afterschool programming. The City is looking for an organization that can build curriculum and provide train the trainer opportunities for our staff or contractors to implement curriculum
 4. **Reporting and Analytics:** Provide survey, data updates and reports to monitor, measure, and evaluate the overall program.

- B. The City of Mobile reserves the right to hire other STEM related services and to enter into partnership opportunities with outside companies which may bypass the contracted agency in certain circumstances.
- C. The City has not set a budget for this program but wants to know what a program like this would cost. Staff will implement the curriculum at our camps and afterschool programs in our centers. It is hard to say the overall number of people taught. The expectation is to provide the services Fall 2022 through Summer 2023.

IV. OTHER PROVISIONS

- A. Insurance: For the term of this Agreement, Provider will be required to acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile
- a. General Liability Insurance – public liability including premises, products and complete operations:
 - i. Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence
 - ii. Property damage liability - \$200,000 each occurrence
 - iii. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – \$1,000,000 occurrence
 - b. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.
 - i. Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence.
 - ii. Property damage liability - \$200,000 each occurrence
 - iii. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – \$1,000,000 occurrence.
 - c. Professional Liability Insurance: \$500,000 per occurrence; \$1,000,000 aggregate
 - d. Statutory Workers Compensation insurance.
- B. E-Verify: Provider may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at <http://immigration.alabama.gov/>.

- C. Business Licenses: Provider will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Providers are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
- D. Provider will be required to hold and maintain a City of Mobile business license.
- E. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority and the E-Verify numbers to the City before award can be completed.
- F. Non-discrimination: Provider shall abide by provisions of the Mobile City Code, Section 14-1, which prohibits discrimination in employment by Providers and subcontractors performing work for the City.
- G. Disadvantaged business enterprises: Provider shall make every reasonable effort in the use of subcontractors and major suppliers to have at least fifteen (15) percent participation by socially and economically disadvantaged business enterprises (DBE). Provider shall indicate their intent to employ DBEs as subcontractors or suppliers in their qualification submission, specifically identifying these subcontractors and their roles when possible, and complete the City subcontracting and major supplier DBE form at the time of contract signing.
- H. Federal Grant Funding: This procurement may be funded in whole or part with federal grant funds. Additional terms to comply with federal procurement and contract requirements are found in **Exhibit A** to this RFQ.
- I. Standard Contract: The City of Mobile uses a standard services contract template. That template is attached as **Exhibit B**.

V. **QUALIFICATIONS SUBMISSION**

- A. The proposal should consist of business, services and pricing information. It should contain a detailed description of how you will address the full scope of work. Any proposed changes to the scope of work should be fully described. Responses should:
 1. Be organized in a format to be easily read.
 2. Address one, some or all project areas listed in the scope of work. It's recognized that some firms specialize in some areas and not others. If

you are available to provide services in only some of the desired areas of support, please indicate the areas in which you would prefer to focus.

3. Describe your corporate history, key persons who will participate in this work, philosophy, vision, financial strength, and clients.
4. Describe the history/future of the services your agency offers.
5. Describe the current state of the services your agency offers
6. Provide pricing methodology for services rendered for each project area. Please also indicate your preferred hourly rate(s) where applicable.
7. Provide references where you have successfully provided similar services. Preference will be given to firms with experience working in the local market. Please include samples or weblinks to samples of your work.

B. The proposal should include the following information about the vendor:

1. A signed cover letter indicating your firm name, home office address, and point of contact information for follow up with you regarding your submission.
2. Mission and vision statements and business strategies
3. Company years of continuous service.

C. The City of Mobile may elect to conduct follow-up interviews and request a sample design idea relative to the type of services the City is soliciting.

D. All submissions will remain the property of the City of Mobile.

E. The City reserves the right to select one, more than one, or no firm for this opportunity.

VI. QUALIFICATIONS SCORING

A. Submissions will be scored on the following 100-point scale:

- | | |
|--|-----------|
| a. Similar Contract Experience/Performance | 25 points |
| b. Qualifications of Key Persons | 15 points |
| c. Market Familiarity | 25 points |
| d. Value & Plan | 20 points |
| e. References | 15 points |

B. Submit qualifications packages so that they are received by the Mobile Parks and Recreation Department Director by 5:00 pm, Mobile local time, Wednesday, June 1, 2022, by email or in a sealed package or envelope marked:

City of Mobile Request for Qualifications

Parks and Recreation STEM Services
RFQ #5686
Due June 1, 2022

- EXHIBITS:** **A.** Additional Terms Relating to Purchases with Federal Grant Awards
 B. City of Mobile Standard Contract Template

EXHIBIT A 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.

EXHIBIT B: City of Mobile Standard Contract Template



City of Mobile Parks and Recreation Marketing 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 corporation organized under the laws of the State of Alabama.

WHEREAS, the City desires to provide marketing services for the Parks and Recreation Department for the City of Mobile, Alabama, 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 description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, 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 for one year, renewable for two additional one-year periods.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama:

1. General Liability Insurance – public liability including premises, products and complete operations:
 - a. Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence
 - b. Property damage liability - \$200,000 each occurrence
 - c. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – \$1,000,000 occurrence
2. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.

- a. Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence.
 - b. Property damage liability - \$200,000 each occurrence
 - c. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – \$1,000,000 occurrence.
3. Professional Liability Insurance: \$500,000 per occurrence; \$1,000,000 aggregate
 4. Statutory Workers Compensation insurance.

Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 5. 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 6. 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 gross 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 7. 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 8. 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 9. 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 10. 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 11. Nondiscrimination: 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..

ARTICLE 12. 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 13. 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 14. 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:

ARTICLE 15. 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 16. 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 18. 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: Scope of Work (May refer to RFQ and Provider submission)

EXHIBIT B: Insurance

EXHIBIT C: Additional Terms Required for Grant Awards