



City of Mobile
Request for Proposals
RFP Number: 5968

MOBILE ALABAMA CRUISE TERMINAL
PARKING SHUTTLE SERVICE

I. SUMMARY

The City ("City") of Mobile is seeking sealed proposals from transportation providers to provide a shuttle service on cruise ship passenger embarkation/debarkation days ("cruise days") for the Mobile Alabama Cruise Terminal (MACT).

Proposals Due:

4:00 p.m, Thursday, August 14, 2025.

Mailing address

City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

Delivery:

City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone: (251)-208-7434

Submit Questions to: Purchasing@CityofMobile.org

Timeline for Award:

Proposals due:	August 14, 2025
Notification:	August 26, 2025
Contract award	September 16, 2025
Performance begin	October 6, 2023

II. BACKGROUND / PURPOSE

- A. The City of Mobile ("City or "Owner") seeks to contract with a transportation firm ("Contractor" or "Provider") to provide a shuttle service, for debarking and embarking cruise ship passengers and their luggage, between the MACT at 201 South Water St, Mobile, AL 36602 and the terminal's overflow parking lot located 200 South Claiborne Street (see **Exhibit A**, Route Map). This service will be provided to passengers arriving and departing on primarily 6 and 8-day cruise excursions aboard the Carnival *Spirit* from the MACT. All passengers debark the ship and retrieve their luggage and depart the terminal, and a new group of passengers arrive, park or are dropped off, and embark the ship for the next cruise. Each cruise aboard *Spirit* carries approximately 2,500 passengers all of whom debark and embark on the cruise day.



- B. The MACT has an attached parking garage which provides most of the parking capacity for its cruising passengers. However, an average of approximately 100 vehicles, but at times up to 170 private passenger vehicles, must park offsite at the overflow lot. The parking shuttle service contractor will provide those off-site parkers efficient, expeditious, comfortable transport between the MACT and the offsite parking lot.
- C. On a normal cruise day, passengers will begin disembarking almost immediately after the ship arrives, or at approximately 7:00 a.m. The parking shuttle service contractor will transport those disembarking passengers who are parked at the overflow lot from the MACT to the overflow lot with their luggage. Passenger offload from the ship is generally complete before 10:00 a.m.
- D. Passengers who are embarking the ship begin arriving to the MACT and boarding the ship immediately after completion of passenger debarkation and the MACT parking garage is clear of debarking passengers. Passenger embarkation continues until approximately 2:00 PM. The City parks embarking passenger vehicles in the MACT garage until the garage is near capacity, then diverts arriving passenger vehicles to the overflow lot. Diversion of vehicles to the overflow parking lot, and the resulting need for shuttle service commencement, can begin as early as noon on normal turnaround days. The City allows vehicles diverted to the offsite lot to first offload passengers and luggage at the MACT before moving to the overflow lot. The parking shuttle service contractor will then transport those embarking drivers, and any passengers and luggage remaining with the vehicle, from the overflow lot back to the MACT.
- E. The City will not know how many embarking passengers will need to use the overflow lot on any given cruise. Since MACT has only a single cruise ship turning passengers however, all vehicles in the overflow parking from the previous sailing will require shuttle services during the debarkation process. The parking shuttle contractor will thus know, at the end of the previous passenger embarkation day, how many vehicles are in the overflow lot and will require shuttle service on the next ship arrival and debarkation day.
- F. When considering shuttle capacity it's important to understand the normal flow. After the ship arrives and passengers disembark, virtually all the passengers and luggage belonging to the overflow cars will require transportation. (The MACT has found figuring 3 persons per overflow car is a good rule of thumb.) Debarkation can happen very quickly, and the parking shuttle contractor must have the appropriate capacity to move over 200 people and their luggage to the offsite lot within 2.5 hours, with a minimal amount of waiting. When passengers arrive at the terminal and are directed to overflow parking they will typically drop off all their



passengers and luggage and only the driver will proceed to the overflow lot. It is likely that far fewer persons will need a shuttle from overflow parking to the terminal than would have needed a shuttle to the offsite parking earlier in the day.

- G. **Exhibit B** is the schedule of cruise “turnaround” days between October 6, 2023 and April 12, 2026. This schedule occasionally changes due to weather or ship conditions, but is provided for proposal planning purposes only. The Contractor will be required to be flexible and responsive to those changes and provide this service when required.

III. **CONTRACT TERM**

The City requires a transportation contractor to be in place prior to the first scheduled cruise departure after October 1, 2025, which is Monday, October 28, 2025. The default contract start date will be October 1, 2025 for a one-year term, renewable for two additional one-year terms. Contract will also terminate, without further obligation by either party, should the current scheduled cruise service to Mobile be terminated. City and Contractor may negotiate changes to the contract agreement if cruise service is expanded, or significantly altered to change capacity, frequency, or schedule.

IV. **PERFORMANCE SPECIFICATIONS**

- A. The Contractor shall provide a comfortable, convenient, courteous, and efficient shuttle service to transport all cruise ship debarking passengers on ship debarkation days from the MACT to the offsite parking lot. Contractor shall have sufficient scalable capacity to transport up to 250 passengers and their luggage, to the offsite parking lot within 2.5 hours of disembarkation.
- B. The Contractor shall transport passengers and luggage from the offsite lot to the MACT for embarkation. Contractor shall have sufficient capacity to transport up to 100 passengers and luggage to the terminal over a 2-hour period.
- C. At a minimum, Contractor is required to provide, on each scheduled cruise day, three vehicles with drivers, each vehicle capable of carrying minimum of 13 passengers plus their luggage.
- D. Contractor’s vehicles will be required to be on scene and engaged in passenger transport for seven hours, from 7:00 am until 2:00 pm., the “core passenger service period.” Possible ship delays may require this service to be extended until the ship departs.
- E. Approximate ship debarkation days are indicated in **Exhibit B**, and are expected to remain similar in frequency and time of day throughout the period of the contract.
- F. Contractor’s vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers.



- G. Contractor must provide handicap passenger accessibility options. The City intends that the MACT garage will have sufficient spaces to accommodate all persons with handicapped vehicle identifiers, however the Provider must be prepared to accommodate persons with mobility impairments.
- H. The City currently intends that the Provider will enter the offsite parking garage to pickup and drop off passengers. Note that the offsite parking garage overhead clearance is 7' 7", so shuttles will need to be limited to that clearance height unless City and Provider agree to different pickup / drop off arrangements.
- I. Provider will be required to provide suitably licensed, trained, uniformed, courteous and capable drivers.
- J. Provider must provide a command-and-control plan that provides for flexible and timely response and communication with the MACT staff.

V. PRICING

The City desires to have a fixed daily rate for the minimum core passenger service period requirement of three specified vehicles plus drivers from 7:00 a.m. to 5:00 p.m. (not to exceed six hours within that window). The City will pay a separate hourly rate per additional specified vehicle with driver operating to meet additional capacity.

VI. OTHER PROVISIONS

- A. **Contract:** Provider will be expected to sign a contract with the City of Mobile similar in its terms to the one provided as **Exhibit C** in this RFP.
- B. **Insurance:** Provider shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured. Insurance coverage shall be as indicated in **Exhibit D**.
- C. **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/>.
- D. **Transportation Worker Identification Credential (TWIC):** The MACT is a secure facility. Provider personnel, including shuttle drivers will not be granted unescorted access unless they have obtained and have a TWIC card in their possession. Normal passenger loading and offloading in the MACT garage envisioned under this service will not require shuttle drivers to hold TWICs.
- E. **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.

- F. City business license. Provider will be required to hold and maintain a City of Mobile business license.
- G. City certificate. Provider will be required to possess a City of Mobile Certificate of Public Convenience and Necessity.
- H. 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, City of Mobile business license, application for Certificate of Public Convenience and Necessity, and the E-Verify numbers to the City before award can be completed.
- I. Non-discrimination: Provider 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

VI. EVALUATION / SCORING OF PROPOSALS

The City will evaluate proposals based on their alignment with the City goals of cost-efficiency, customer-service, and logistical efficiency.

Overall solution pricing	50 pts
Operational plan	30 pts
<u>Experience/Performance history</u>	<u>20 pts</u>
Total	100 pts

VII. PROPOSAL SUBMISSIONS

- A. Please use the Proposal Submission Form at the end of this RFP document (**Exhibit E**) and include with your proposal. Please arrange your proposal information consistent with template information organization. It will ensure the City has everything it needs to score your proposal fairly.
- B. Submit proposals to be received by the City of Mobile Procurement Department by **4:00 p.m. Thursday, August 14, 2025**, in a sealed package or envelope marked:



**City of Mobile Request for Proposals
Mobile Alabama Cruise Terminal Parking Shuttle Service
RFP # 5968
Due 4:00 pm August 14, 2025**

C. Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633.

Packages may be delivered to
City of Mobile Procurement Dept,
4th Floor, South Tower,
205 Government Street
Mobile, AL 36644

- EXHIBITS**
- A Route Map**
 - B. Mobile Alabama Cruise Terminal Tentative Berth Schedule**
 - C. Sample Contract Template**
 - D City Insurance Requirements**
 - E. Proposal Submission Form**

EXHIBIT A: Mobile Alabama Cruise Terminal Shuttle Route Map

MOBILE CRUISE TERMINAL SHUTTLE ROUTE

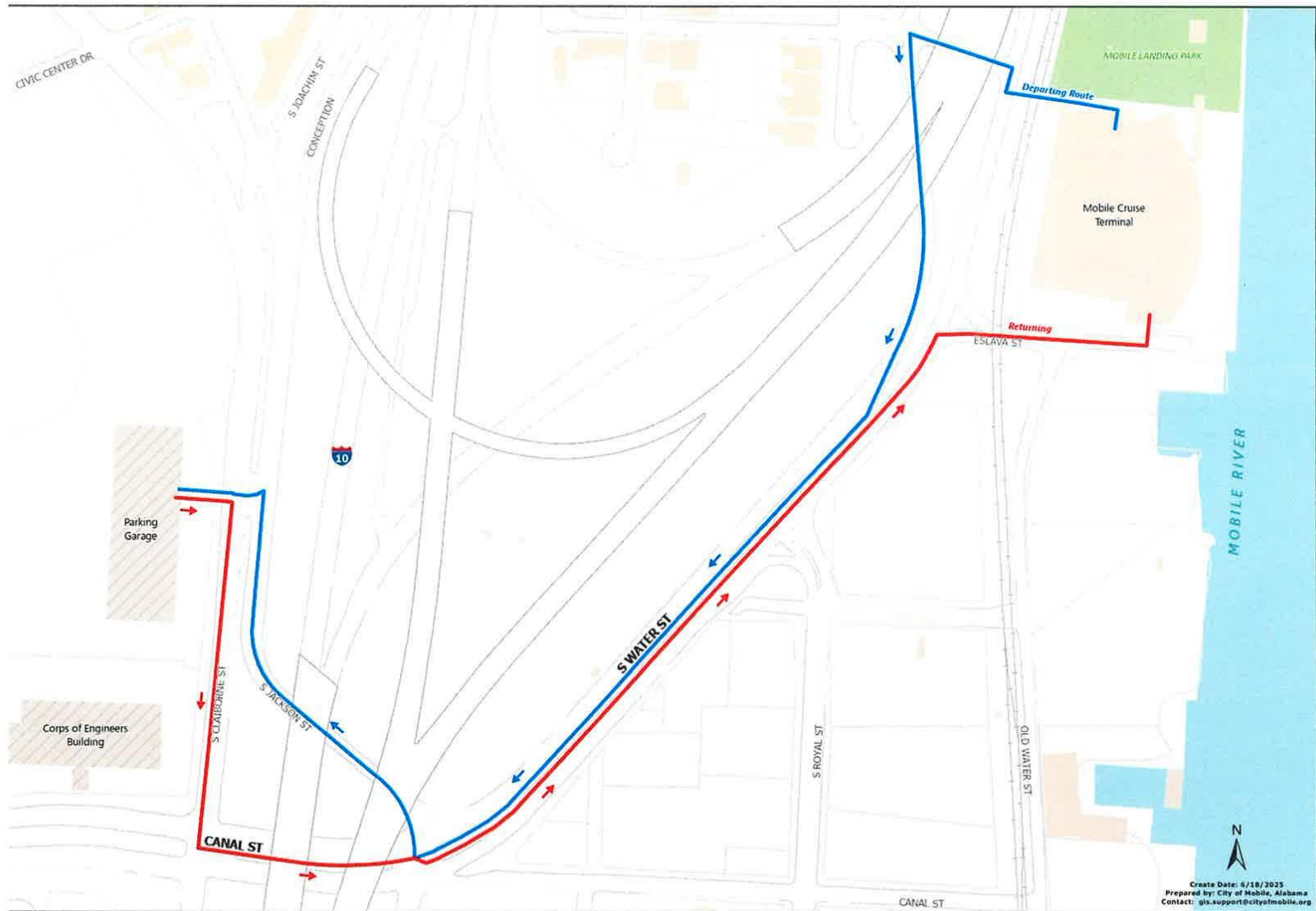


EXHIBIT B: Mobile Alabama Cruise Terminal Tentative Berth Schedule

THE CARNIVAL SPIRIT'S CRUISE SCHEDULE 2025 – 2026 DEPARTURES FROM MOBILE, ALABAMA

DATE	DAY	LENGTH	DATE	DAY	LENGTH
10/28/25	Monday	5 days	1/17/2026	Saturday	14 days
11/2/25	Sunday	6 days	1/31/26	Saturday	8 days
11/8/25	Saturday	8 days	2/8/26	Sunday	6 days
11/16/25	Sunday	6 days	2/14/26	Saturday	8 days
11/22/25	Saturday	8 days	2/22/26	Sunday	6 days
11/30/25	Sunday	6 days	2/28/26	Saturday	8 days
12/6/25	Saturday	8 days	3/8/26	Sunday	6 days
12/14/25	Sunday	6 days	3/14/26	Saturday	8 days
12/20/25	Saturday	8 days	3/22/26	Sunday	6 days
12/28/25	Sunday	8 days	3/28/26	Saturday	8 days
1/5/26	Monday	8 days	4/5/26	Sunday	7 days
1/11/26	Sunday	6 days	4/12/26	Saturday	16 days

EXHIBIT C: SAMPLE CONTRACT TEMPLATE



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

BETWEEN the Owner:

**CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633**

And the Contractor:

_____[Name dba Business Name]
_____[Street Address]
_____[City, State Zip Code]

City Business License No.: _____

For the following Project:

_____[Name of Project]
_____[Street Address]
_____[City, State Zip Code]

PROJECT NUMBER: ME-_____**-**_____

**STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR**



THIS AGREEMENT is made and entered into as of the date on which the last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" acting by and through its Mayor and City Council, and [Contractor Legal Name], hereinafter referred to as "Contractor," an Alabama corporation with its principal office at, _____, State, ZIP.

WHEREAS, City has previously determined that it has a need for _____; and,

WHEREAS, the City issued RFP No. _____ on _____ [insert date]; and,

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

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

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

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

I. CONTRACTOR'S SERVICE

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

II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one (1) year, with the option upon agreement by both parties to extend for two additional one-year periods, under the original terms and conditions,.
- B. Services performed pursuant to this Contract shall commence upon a Notice to Proceed.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The location, frequency, and lump sum cost or unit price of the Services are as set out in Exhibit B, City of Mobile Request for Proposals (RFP) No. _____, , and in Contractor's proposal submission in response to City of Mobile RFP No. _____, which is attached to this Agreement and incorporated by reference herein as **Exhibit B**.
- B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- C. In no event shall the total annual compensation due to the Authority under this Agreement exceed _____ Thousand and No/100 Dollars (\$____,000.00) without a formal amendment executed by both parties.
- D. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

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

V. ADDITIONAL SERVICES

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

VI. LIABILITY OF CONTRACTOR

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

VII. CONTRACTORS INSURANCE

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City

shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

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

X. FORCE MAJEURE

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

XI. OBLIGATIONS OF THE CITY

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

XII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XIII. DISPUTE RESOLUTION

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

XIV. CONTRACTOR WARRANTY

- A. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XV. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the

order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVI. NOTICES

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

CITY:

City of Mobile

c/o _____

As: City's Authorized Agent

P.O Box _____

Mobile, AL _____

CONTRACTOR:

_____ [insert name]

c/o _____

As: Contractor's Authorized Agent

_____ [insert address]

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

XVII. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property,

equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XVIII. EFFECT OF DEFAULT

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

XIX. WITHHOLDING PAYMENT DUE

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

XX. CURE PLAN

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

the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXI. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXII. PEER REVIEW/VALUE ENGINEERING

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

XXIII. ANTI-BOYCOTT

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

XXIV. NON-DISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXV. COMPLIANCE WITH IMMIGRATION LAW

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

contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

- L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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

CONTRACTOR:

By: _____

Signature

Printed Name and Title

Date: _____

State of Alabama)
City of Mobile)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as _____ [title] of _____ [entity] is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said corporation on the day the same bears date.

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

Notary Public

Print _____

My commission expires: _____

(Seal)

CITY OF MOBILE

By: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES / CITY OF MOBILE RFP NO. _____

EXHIBIT B: CONTRACTOR'S RESPONSIVE PROPOSAL

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: CONTRACTOR INSURANCE

SAMPLE

CONTRACT SAMPLE EXHIBIT A

SCOPE OF SERVICES FOR PARKING SHUTTLE SERVICE

1. General Requirements. Subject to the terms and conditions of this Agreement, Provider shall serve as an independent Provider of the City to provide a shuttle service for passengers and their luggage to and from the Mobile Alabama Cruise Terminal (MACT) and the terminal's overflow parking garage. This service will be provided to passengers departing and arriving on multi-day cruise excursions from the MACT.

- a. Provider will provide the shuttle service on cruise ship "sailing days," which is defined as days on which scheduled cruise service ends and/or begins a voyage at the MACT with the embarkation and or debarkation of passengers that have used MACT parking facilities. Provider acknowledges that Provider has been provided a schedule of expected MACT sailing days. The City is required to keep Provider informed of schedule changes and updates.
- b. Provider shall operate the shuttle service on cruise sailing days from 7:00AM to 2:00PM (core passenger service period). Possible ship delays may require this service to be extended until the ship departs.
- c. Provider must provide and operate, at a minimum, three clean, comfortable, climate-controlled passenger vehicles with licensed and capable driver during the core passenger service period. Each passenger vehicle must have a minimum capacity of thirteen passengers plus luggage,
- d. Provider must provide and additionally operate, on 24-hour notice, additional passenger capacity of at least two additional vehicles with licensed and capable driver of minimum capacity of thirteen passengers plus luggage
- e. Provider shall provide clean, comfortable, well-maintained, climate-controlled, attractive vehicles and professional, uniformed, safe, courteous, and appropriately licensed drivers for the shuttle service. The vehicles shall have ample luggage capacity with a luggage compartment easily accessed by passengers.
- f. Provider must provide a command, control, and communications system between all of its vehicles, a centralized dispatch, and the MACT.
- g. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the MACT to the offsite parking lot after disembarkation from the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 200-250 passengers and their luggage in less than 2.5 hours.

- h. On cruise ship sailing days, Provider shall provide timely shuttle service for all cruise ship passengers needing transportation from the offsite parking lot to the MACT for embarkation on the cruise ship. Provider shall not charge passengers for this service. Provider shall provide adequate capacity to shuttle at least 90-100 people to the terminal over 2.5 hours.

2. Compensation. The Provider shall earn \$ _____ per sailing day for the core passenger service period. Any irregular operations that occur other than scheduled sailing days or extended hours past 5:00 pm will be compensated at an additional hourly rate of \$ _____ per hour for a minimum 13 passenger plus luggage vehicle and driver.

3. Expenses. Provider shall not be entitled to reimbursement of any expenses other than the above compensation without pre-approval in writing from the City.

4. Provider Taxes. Provider shall be responsible for all taxes, assessments, fees, liens or charges assessed against it under the provisions of this Agreement.

EXHIBIT D CITY INSURANCE REQUIREMENTS

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- \$500,000 each occurrence (combined single limit for bodily injury and property damage)
- \$500,000 Products/Completed Operations aggregate
- \$500,000 Bodily Injury per person/organization
- \$500,000 general aggregate per project

AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of \$500,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

PROFESSIONAL LIABILITY INSURANCE:



Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (*if required*) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$1,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.



The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

EXHIBIT E

PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name _____
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: _____ Title: _____

Email _____ Phone: _____

Corporate mailing address:

Pricing (50 points):

Daily rate for 6 hours x 3 vehicles + drivers: _____

Hourly rate for additional vehicles + drivers _____
(Note: this rate is for the 13+ pax standard vehicle +driver)

IF you wish to offer additional hourly rate options, please indicate here

Option 1: _____ Rate: _____

Option 2: _____ Rate: _____

Plan (40 points):

Please indicate how you intend to accomplish the work required. Please include, at a minimum:

- The types of vehicles you intend to use, with photos
- Licensure, training, experience, and appearance of drivers
- How you will maintain communications with your drivers and the MACT
- How you will be prepared to dispatch additional resources, if required



Mobile Alabama Cruise Terminal
Parking Shuttle Service

Your flexibility to accommodate late ship arrivals
Key personnel names and roles
Subcontractors you intend to use (if any)

Past Performance (30 points)

Please indicate your company experience with similar shuttle contracts. Please include a brief description of the size, scope and frequency of the operation, and contact information for your customer/hiring entity.

Additional Information

Please provide copies of relevant certificates or licenses you already possess (may include):

State of Alabama Certificate of Authority to Operate

City of Mobile Business License

City of Mobile Certificate of Public Convenience & Necessity

SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

Proposer Corp. Name: _____

Authorized Agent Name (PRINTED): _____

Signature: _____

Title: _____

Date: _____