



City of Mobile  
Request for Qualifications  
RFQ Number: 2019-04

MOBILE ALABAMA CRUISE TERMINAL  
UNARMED GUARD SECURITY SERVICES

The City ("City") of Mobile is seeking qualification packages from appropriately licensed contract security companies for Unarmed Security Guard services for the Mobile Alabama Cruise Terminal (MACT). Please see **Exhibit A** for the desired information and format submission.

**Qualifications Due: October 1, 2019.**

Mailing address

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

Delivery:

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

Phone (251)-208-7434

Submit Questions to: [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org)

Timeline for Award:	Qualifications due:	October 1, 2019
	Provider notification:	October 8, 2019
	Contract award	October 29, 2019
	Performance begin	@ November 18, 2019

**I. BACKGROUND / PURPOSE**

- A. The Mobile Alabama Cruise Terminal (MACT), owned and operated by the City of Mobile, requires the services of unarmed, uniformed security guards for the security and protection of the MACT and passengers on days when MACT is "active". The active days at MACT that will require contract security services will include:
- Scheduled cruise "turnaround" days when passengers are offloaded after cruise termination and onloaded for the beginning of the next cruise,
  - Scheduled vessel port call days, when cruise vessels visit Mobile for single day passenger excursions, and
  - Emergency ship dockings for cruise vessels that may be diverted from other ports or make short-notice visits to MACT



- B. The City intends to contract with the responsive and responsible low bidder (“Provider”) for a one-year period from November 1<sup>st</sup>, 2019 to October 31<sup>st</sup>, 2020 with the option to extend for two additional one (1) year periods with the mutual consent of both parties at the stated terms and conditions.

## II. MISSION

- A. Provider will protect the MACT and adjacent City property, and its occupants, from crime, fires, thefts, and damage or destruction by sabotage, riots, or other intentional acts of violence, and promote the safe and efficient use of the MACT by the City. Provider will work closely with MACT staff, Cruise line staff, Mobile Police and Fire, and federal agencies operating in the MACT.
- B. Provider’s on site workforce will be required to perform the following security functions, including but not limited to:
- a. greet passengers,
  - b. review cruise documentation,
  - c. understand the security requirements for the cruise facility,
  - d. direct traffic,
  - e. screen large transfer trucks and automobiles,
  - f. staff security posts
  - g. participate in required training and drills.
  - h. patrol building interiors and exteriors and adjacent property,
  - i. check employee identification badges
  - j. maintain visitor logs
  - k. perform other security services deemed necessary by the MACT to maintain safety and security at each facility.
- C. To perform these tasks, Provider’s employees must be able to stand for extended periods of time, bend, climb, lift 25 pounds, and read, write, and speak English. They must be able to work outdoors during periods of inclement weather. Guards must be able to properly and clearly communicate on and operate a portable, hand held radio.
- D. Providers employees will serve as visible representatives of MACT and the City of Mobile and must positively and professionally interact with the general public, sworn law enforcement personnel, and other cruise terminal staff and contract employees. They must present a professional appearance and demeanor in uniform.

## III. SPECIFICATIONS

- A. Provider will accomplish this Mission with a professional security force on site at the MACT on specified days and for specified time periods when the MACT is “active” for passenger cruise vessel activity. The expected MACT “active” days for the coming year is provided as **Exhibit B**.



- B. On days when MACT is active with a Carnival cruise vessel passenger turnaround (ending one cruise in the morning and beginning a new one in the afternoon, with the resultant passenger turnover), the Provider will provide 13 uniformed security guards (“guards”) for the core hours of the evolution. Core hours requiring the presence of guards for turnaround days are 0600-1600 hours. The Provider must be able to flex hours on short notice on specific turnaround days to accommodate last minute changes to ship schedules.
- C. MACT also expects to be active on other days for scheduled cruise vessel passenger excursion port calls, or emergency cruise vessel dockings. The Provider shall provide some lesser number of guards on these other active MACT days. The City will coordinate with the Provider on the right size security force for those other active days. It is estimated these other days will number less than 10 in a calendar year, and that the average workforce expected for such days will be one supervisor and five guards for the core hours of 0600-1600.
- D. The Provider shall, in addition to the guards, and whenever guards are present, provide one uniformed security supervisor (“supervisor”) on active MACT days. The role of the supervisor will be to oversee and direct the work of the guards and interact with and take direction from the Cruise Terminal Director (“Director”) or Facility Security Officer (“FSO”) or their designated representatives.
- E. The Provider shall also provide one supervisor on non-active days to MACT when required for meetings or training, upon 24-hour notice by the Director or FSO.
- F. There is no minimum guarantee as to the number of hours the City will employ guard and supervisor services. Cruise line schedule changes or emergency conditions may merit significant changes in actual service requirements. These numbers are estimates only; Provider may only bill and the City will only pay for guard services actually used.
- G. Provider shall have its supervisor and guards attend up to 12 hours of startup training prior to assuming contract services. Training will be provided by the FSO and a location to be determined. Guards and supervisors will be expected to attend annual refresher training regarding MACT operations, and may be expected to attend other training as directed by the Director or FSO. City will pay Provider for these training attendance hours for supervisors and guards.
- H. The Provider shall maintain a roster of at least 15 persons from which to fill the 13 guard positions. All persons on the roster will be pre-approved by the City.



- I. The Provider shall coordinate the time, key access and other conditions for security with the MACT Facility Security Officer (FSO).
- J. Provider shall additionally, independent of the supervisor, monitor the performance of the guards and shall, at unannounced intervals, call on the MACT to determine the manner in which guards and supervisor are discharging their duties. Reports of these inspections shall be provided to the MACT Facility Security Officer (FSO), along with monthly time sheets.
- K. Provider shall have a local contact person with a local phone number. The phone is to be manned twenty-four hours a day. The phone is to be manned by a person with the company or an answering service, but not an answering machine. Provider shall respond to phone calls within thirty minutes of receipt by the answering service.

#### **IV. EQUIPMENT AND UNIFORMS**

- A. Provider is to provide uniforms for all supervisors and guards. Uniforms shall be distinctly different than those worn by City of Mobile Police. Uniforms must have the identifying company name and include non-slip, closed toe black shoes and standard outerwear applicable to the environmental conditions. The selection of the uniform must be agreeable to the MACT Terminal Director. Uniform appearance must be standard, professional in appearance, with all clothes in good repair, cleaned and pressed, and shoes clean and polished.
- B. Provider will equip its guards with all necessary personal security and safety equipment. This will include sunglasses, safety traffic vests, bottled water, and guard houses. Guards will not carry law enforcement or personal self-defense equipment unless specifically authorized by the Director or FSO.
- C. Guards will not carry law enforcement or self-defense equipment unless specifically authorized by the Director or FSO.
- D. City will provide all equipment necessary for screening, first aid, and protective equipment for specific missions, including disposable rubber gloves. City will provide communications devices, parking, restroom, and breakroom facilities.

#### **V. COMPENSATION**

- A. The City will compensate the Provider on a monthly basis for the number of documented and approved hours worked by the guards and supervisors at the agreed-upon hourly billing rates for the previous month. The Provider's invoice will be required to itemize wage rates it pays to guards and supervisors.



- B. Provider will maintain weekly time sheets for all hours worked by supervisors and guards. Time sheets shall track time to the tenth of an hour, and shall include agreed upon break periods. Transit time will not be included.
- C. There will be no differentiation in hourly cost to the City for holidays or for overtime.
- D. The City may agree to adjust compensation rates during the contract period should Provider demonstrate good cause for wage adjustments.

## VI. 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, and complete the City subcontracting and major supplier DBE form at the time of contract signing.
- H. Standard Contract: The City of Mobile uses a standard services contract template. That template is attached as **Exhibit C**.

## VII. MINIMUM QUALIFICATIONS

- A. The purpose of this solicitation is to solicit the submission of qualification packages to allow the City to determine the Provider whose qualifications, experience, and performance history is best suited to perform the work in this specification. Below are minimum desired qualifications for the provider and site personnel.
  - a. The Provider shall be licensed by the Alabama Security Regulatory Board ("ASRB") to provide the service described in the below specifications. Evidence of such certification shall be included in the qualifications submission
  - b. The Provider shall have at least 3 years of experience in successfully providing contract security guard operations involving at least 10 on-duty guard positions in a maritime passenger terminal setting.



Evidence of such experience shall be included in the qualifications submission.

- c. Provider's supervisors, guards, and other staff working at the MACT will be required to have a TWIC (Transportation Worker Identification Credential) before being allowed access to work in the terminal in accordance with the MACT Facility Security Plan. All Provider staff members must have their TWIC card on their person at all times when performing duties at the MACT. There will be no exceptions to this requirement. Vendors shall take into account the up to 30-day application time in acquiring the TWIC credentials for their staffs and plan accordingly so as to have staff ready to assume their duties no later than 18 November 2019.
- d. Provider's service covered by this agreement shall be performed by qualified, careful and efficient employees in strict conformity with Alabama Code Title 34, Chapter 27C, relating to the ASRB, and regulations prescribed by the ASRB. Any violations or non-compliance of Section 34-27C may be grounds for immediate dismissal of a particular guard or guards or termination of contract. All supervisors and guards must be currently proficient as required by ASRB standards.
- e. Guards shall be at least 21 years of age, shall have a high school diploma or G.E.D., and be capable of maintaining order in stressful, confrontational or dangerous situations and of removing from the area, disruptive, unruly persons. No guard shall be employed by Provider until his or her character, reputation as to honesty, sobriety, and reliability have been verified by Provider. All guards shall have successfully passed a criminal background check before placement at the MACT (i.e., no felony or misdemeanor convictions).
- f. Supervisors must have the same qualifications as guards, and in addition will have at least five years experience in commercial security or law enforcement leadership.
- g. No supervisor or guard shall be employed at the MACT who is objectionable to the City, for any reason whatsoever. Applications and other records of Provider related to this paragraph shall be open to inspection, copying, and reproduction by the City. Supervisors and guards shall be promptly replaced, at the City's request, upon notice to Provider.

## **VIII. QUALIFICATIONS SUBMISSIONS**



Mobile Alabama Cruise Terminal  
Security Service  
RFQ # 2019-04  
Due: October 1, 2019

- A. Please use the template in **Exhibit A** as a guide to provide your qualifications to perform the requirements of this solicitation. Submissions will be scored on the following basis:
- |  |           |
|--|-----------|
| a. Similar Contract Experience/Performance | 15 points |
| b. Qualifications of Key Persons           | 10 points |
| c. Professionalism (Training, Uniforms)    | 15 points |
| d. Value & Plan                            | 10 points |
- B. Submit qualifications packages so that they are received by the City of Mobile Procurement Department by 4:00 pm, Mobile local time, Tuesday, October 1, 2019 in a sealed package or envelope marked:

**City of Mobile Request for Qualifications  
Cruise Terminal Security  
RFQ #2019-04  
Due October 1, 2019**

- C. Packages may be mailed to  
City of Mobile Procurement Department,  
P.O. Box 1827,  
Mobile AL 36633,
- D. Packages may be delivered to  
City of Mobile Procurement Department,  
205 Government Street,  
4<sup>th</sup> Floor, South Tower,  
Mobile, AL 36644.
- IX. **EXHIBITS:**
- A. Qualifications Submission Template
  - B. MACT Cruise Terminal Schedule
  - C. City of Mobile Standard Contract Template





**EXHIBIT A**

**QUALIFICATIONS SUBMISSION**

**Business Name (as on W-9):** \_\_\_\_\_

**Qualification narrative (please limit total submission to 20 pages or less):**

1. Resumes and Qualifications of Company President/CEO, and key personnel who would be involved in this contract.
2. Your intended approach and plan to perform the work described. Please also indicate how you will recruit, compensate, and retain employees.
3. Description of your training protocol and training approach to this work.
4. Please indicate whether you would intend to subcontract any of the work and identify the intended subcontractors.
5. Photograph of the uniform you would intend to use for this operation
6. Any other information you believe will assist the City to determine your qualifications and preparedness to perform the contract requirements.
7. Please attach your current Alabama Security Regulatory Board Certificate (s)
8. Please provide you IRS Form W9
9. Please provide your Experience History in the last 3 years (see following template)

**RATES**

The City expects to compensate Provider based on comprehensive hourly rates invoiced for security services rendered. Please provide below the hourly rates for which you intend to provide the security service. This is not a “low-bid” solicitation. The City expects the quality of guard services to be reflected in the hourly rates Provider pays guards and supervisors and acc.

Supervisor – hourly rate \_\_\_\_\_ per hour x 0.2 = \_\_\_\_\_

Guard – hourly rate \_\_\_\_\_ per hour x 0.8 = \_\_\_\_\_

Total weighted offer rate: \_\_\_\_\_ /hour



**Experience History:**

	<b>Contract 1</b>	<b>Contract 2</b>	<b>Contract 3</b>
<b>Customer Name</b>			
<b>Location &amp; Venue Type</b>			
<b>Contract Begin and End Date</b>			
<b>Brief Description of Security Services Performed</b>			
<b>Number of Guards Simultaneously on Duty</b>			
<b>Reason for End of Contract</b>			
<b>Customer Reference POC: Name</b>			
<b>Phone</b>			
<b>Email</b>			



**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 follow exceptions as noted: (if None, write "None" below).

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Provider Name : \_\_\_\_\_

By Authorized Agent (PRINTED): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

Point of contact (if other than above):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

# EXHIBIT B Mobile Alabama Cruise Terminal Schedule 2019-2020

## THE CARNIVAL FANTASY'S CRUISE SCHEDULE - DEPARTURES MOBILE, ALABAMA 2019 -2020

DATE	DAY
11/2/2019	Sat
11/7/2019	Thur
11/11/2019	Mon
11/16/2019	Sat
11/21/2019	Thur
11/25/2019	Mon
11/30/2019	Sat
12/5/2019	Thur
12/9/2019	Mon
12/14/2019	Sat
12/19/2019	Thur
12/23/2019	Mon
12/28/2019	Sat

DATE	DAY
1/2/2020	Thur
1/6/2020	Mon
1/11/2020	Sat
1/16/2020	Thur
1/20/2020	Mon
1/25/2020	Sat
1/30/2020	Thur
2/3/2020	Mon
2/8/2020	Sat
2/13/2020	Thur
2/17/2020	Mon
2/22/2020	Sat
2/27/2020	Thur
3/2/2020	Mon
3/7/2020	Sat
3/12/2020	Thur
3/16/2020	Mon
3/21/2020	Sat
3/26/2020	Thur
3/30/2020	Mon
4/4/2020	Sat
4/9/2020	Thur
4/13/2020	Mon
4/18/2020	Sat
4/23/2020	Thur
4/27/2020	Mon
5/2/2020	Sat
5/7/2020	Thur

DATE	DAY
5/16/2020	Sat
5/21/2020	Thur
5/25/2020	Mon
5/30/2020	Sat
6/4/2020	Thur
6/8/2020	Mon
6/13/2020	Sat
6/18/2020	Thur
6/22/2020	Mon
6/27/2020	Sat
7/2/2020	Thur
7/6/2020	Mon
7/11/2020	Sat
7/16/2020	Thur
7/20/2020	Mon
7/25/2020	Sat
7/30/2020	Thur
8/3/2020	Mon
8/8/2020	Sat
8/13/2020	Thur
8/17/2020	Mon
8/22/2020	Sat
8/27/2020	Thur
8/31/2020	Mon
9/5/2020	Sat
9/10/2020	Thur
9/14/2020	Mon
9/24/2020	Thur
9/28/2020	Mon

DATE	DAY
10/3/2020	Sat
10/8/2020	Thur
10/12/2020	Mon
10/17/2020	Sat
10/22/2020	Thur
10/26/2020	Mon
10/31/2020	Sat
11/5/2020	Thur
11/9/2020	Mon
11/14/2020	Sat
11/19/2020	Thur
11/23/2020	Mon
11/28/2020	Sat
12/3/2020	Thur
12/7/2020	Mon
12/12/2020	Sat
12/17/2020	Thur
12/21/2020	Mon
12/26/2020	Sat
12/31/2020	Thur

10 Day	Cruise
CITY	HOLIDAY

## EXHIBIT C: City of Mobile Standard Contract Template



### City of Mobile Cruise Terminal Security 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 security services for the Mobile, Alabama Cruise Terminal, 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 17. 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