



City of Mobile
Bid Number 5124
PERSONNEL STAFFING SERVICES
“YES” YOUTH INTERN PROGRAM

Advertised: March 1, 2018
Questions Due: March 8, 2018
Bids Due/Opened: March 15, 2018, 11:30 a.m.
local

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

Mailing Address:

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

Package Delivery:

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

Phone: (251) 208-7434

Email: Purchasing@cityofmobile.gov

Background

The City’s YES program will begin on or about June 4, 2018 and will last until on or about July 27, 2018. The City will select approximately 100 -150 City of Mobile residents between the ages of 16-24 for participation in the program as Interns. The program is designed to teach the Interns how to participate in the workforce through experience, training, and placement in City departments and partner non-profit agencies in Mobile. Contractor’s role will be to relieve the City of onboarding and payroll management responsibilities, and provide an important learning experience for Interns in online workforce enrollment, timekeeping, and payment. Contractors must be a full-service staffing company that uses web-based enrollment and management systems and can provide in-person, on-site instruction and onboarding support.

The City is currently receiving applications from prospective Interns, and beginning to screen applicants for City interviews and program selection.

The City intends the selected Contractor to begin coordination with the City YES Program Director by April 13, 2018, to plan the onboarding of Interns and management of the program.

Qualifications to Bid

The City expects the selected Contractor to execute a contract with the City that will include these bid specifications and a standard service agreement (see enclosed sample), shortly after bid selection. Contractors wishing to bid on this contract must be prepared to fully, efficiently, and effectively complete the contract requirements, and be properly qualified to do business with the City of Mobile. To that end the City is requiring specific information, qualifications, and assurances from bidders to be eligible to bid. Failure to meet these requirements will result in rejection of a bid.

The City is requiring Contractors that wish to bid to show the following licenses and enrollment:

- 1) be properly enrolled as a business entity with the Alabama Secretary of State,
- 2) have a City of Mobile Business license,
- 3) be enrolled in the federal E-Verify program, and
- 4) possess a Child Labor Certificate issued by the Alabama Department of Labor.



Bidders shall assert and provide with this bid the following:

Business Entity ID Number, Alabama Secretary of State Office _____

City of Mobile Business License Number _____

Federal E-Verify Enrollment Number _____

Alabama Department of Labor, Child Labor Certificate No. _____

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

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

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

Name	Location	Dates
_____	_____	_____
_____	_____	_____

Name	Location	Dates
_____	_____	_____
_____	_____	_____

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 150 summer interns during June and July, 2018. Does Contractor have this capacity to perform these services? YES _____ NO _____

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

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

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

YES _____ NO _____

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

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



Bid Amount

City's will pay Contractor a fixed hourly rate per hour of documented Intern work for Contractor's provision of all of the services described in this Scope of Services. This will include all insurance, payroll services, participation in training, and support services.

The City does not require a bid bond.

Bids will be stated as a percentage increase (markup) the City will pay Contractor above the hourly rate to be paid to Interns.

The City will intend to award a contract to the responsive and responsible Bidder offering the lowest markup.

For example, if the City desires Contractor to pay Interns \$7.25 per hour, City will pay Contractor \$7.25, plus a fixed percentage of \$7.25, for every hour. If Contractor's bid is for a 20% compensation markup, the City would pay Contractor:

$$\$7.25 + (0.20 \times \$7.25) = \$7.25 + \$1.45 = \$8.70 \text{ per hour per Intern hour worked.}$$

Please state your BID percentage markup here: _____%

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

Other Guidance on Submitting your Bid

All bids must be submitted in a sealed envelope that has the Bid Number on the outside and/or with the date and time of the bid opening 11:30 A.M., Thursday, March 14, 2018, to the address indicated on the first page of this form. Please note that package delivery and U.S. mail addresses differ.

All bids must be received and date stamped in the Purchasing Department prior to 11:30 A.M., Thursday, March 15, 2018.

Any bids delivered after 11:30 A.M., Friday, March 15, 2018 will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the 11:30 A.M., Thursday, March 15, 2018 date for the bid.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Please submit questions about this bid, its terms or conditions, by E-mail, NOT LATER THAN 11:30 A.M. March 8, 2018, to purchasing@cityofmobile.org.



Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <http://www.cityofmobile.org/bids/> . Answers to submitted questions will be posted as an addendum not later than 11:30 A.M., March 12, 2018.

It is the bidder’s responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

All bids become property of the City of Mobile and are subject to public inspection.

The City reserves the right to award some, all, or none of the bids received on this bid. The City also reserves the right to waive any irregularities, and to reject bid submissions for any reason, including failure to provide any required documentation, or if the bidder is in arrears or in default upon any debt or contract to the City ,or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

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

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

Signature

Printed Name

Date

Title

Official Corporate Name

Bidder’s Point of Contact (Name, Email, Phone) for this Bid:



SCOPE OF WORK – PERSONNEL SUPPORT SERVICES
CITY OF MOBILE YOUTH EMPOWERED FOR SUCCESS PROGRAM

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

- 1) Hire as temporary employees (“Interns”) up to approximately 150 persons, aged 16-24, as participants in a City of Mobile (“City”) “Youth Empowered for Success” summer intern program. Each Intern will work for 6 to 8 consecutive program weeks during the months of June through July, 2018.
- 2) Provide staffing services (“Services”) to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.
- 3) Provide Interns statutory worker’s compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.
- 4) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City summer intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.
- 5) Provide Interns all of City’s safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.
- 6) Provide live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support will be for a minimum of two days at a site determined by the City.



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



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

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

City will provide the following:

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



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



City YES Intern Locations and Job Descriptions

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



Motor Pool	745 S. Broad Street	7:00 am to 4:30 pm	The Motor Pool track and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees, etc.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, asseting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Equipment Services	770 Gayle Street, Mobile, AL 36604	6 am to 3 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Litter & recycling, clean up of work areas in repair shop
Mobile Fire Rescue Department	701 St Francis St	7 am to 4 pm M-F	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what we do and what is necessary to become a Firefighter.
Engineering & Development - REAM Department	Government Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	7:00 - 4:00	If there are interns that are interested in HVAC or Facilities Maintenance, Brad has departments under him that can support an intern this summer.,	1	Interested in maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. We have departments that could have them ride along on projects and building work.
Neighborhood Development	Multiple, including local non-profits funded through CDBG	Generally 8 am-5pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability.



City of Mobile Bid No.5124
Personnel Staffing Services

Architectural Engineering	5th Floor Admin Tower, Govt Plaza, 205 Govt Street, Mobile, AL	8:00 AM - 5:00 PM	architectural design and construction oversight for City of Mobile facilities and parks	1	assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Civic Engagement	Govt Plaza 5th Floor	5-Aug	Coordination of Arts and Culture/ Special Events and Homeless Initiative	1	Intern will be involved in meetings, development of work plans, working with various agencies in the community. The skills they will learn taking minutes/notes in meetings, development of meeting agendas, scheduling, learning to work with teams, overview or arts and culture and special events in the city.
Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	20	15, we have positions available at the Tennis Center which will require minimum landscape skills, positions in our Community Centers which will require the interns to act as camp counselors and we have positions at our headquarters which will require minimum clerical and computer skills.

City of Mobile



Project: Personnel Staffing Services

AGREEMENT

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

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

WHEREAS, the City has requested that Contractor provide these services and Contractor has agreed to provide such.

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

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Contractor's bid submission in response to City of Mobile Bid number 5124, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue until all tasks associated with the 2018 YES program are complete. The total cost of this agreement shall not exceed \$150,000.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to

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

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

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

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

ARTICLE 8. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all

steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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

ARTICLE 10. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed separately by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to City Attorney, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices. Notice for the City shall be mailed to:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts

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

ARTICLE 16. Signatures:

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

CONTRACTOR,

_____, Its _____ (title)
On behalf of Contractor

_____ Date

CITY

Its Mayor

_____ Date

ATTEST:

City Clerk

_____ Date

EXHIBIT A Contractor City of Mobile Bid 5124 Submission
EXHIBIT B Certificate of Insurance