

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: _____

CAPITAL PROJECT # _____ DATE OF RECEIPT _____

DEPT. PROJECT # _____

PROJECT DESCRIPTION _____

CONTRACT AMOUNT _____

VENDOR NAME _____

VENDOR NUMBER _____

DEPT # _____ DEPT NAME _____

CONTRACT ADMINISTRATOR _____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: _____ Date _____

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Planting Healing, in an amount not to exceed \$500,000 per year, for a one year period, and renewable without further Council approval for two additional one-year periods, for personnel staffing services for the Youth Empowered for Success intern program, attached hereto and made a part hereof as though set forth in full, and to approve the supporting bid award. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



City of Mobile

Project: Personnel Payroll/Staffing Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Planting Healing, (hereinafter "Contractor"), a non-profit corporation organized under the laws of the State of Mississippi.

WHEREAS, the City requires personnel staffing services for the City "Youth Empowered for Success" 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**, Scope of Work, Typical YES Intern Locations, and Additional Terms Relating to Purchases with Federal Grant Awards, from City of Mobile Bid number 5843 and Addendum 1 to that Bid, and **Exhibit B**, Contractor's bid submission in response to City of Mobile Bid number 5843, which are attached to this Agreement and incorporated by reference herein. Contractor shall provide all payroll and staffing tasks as defined in **Exhibit A** related to the YES program and associated City youth internships during the performance period. City shall pay Contractor the City-determined hourly rate plus a markup rate of 19.9 percent for every authorized and documented hour of work performed by covered YES interns. The term of this Agreement shall begin on the Effective Date and shall continue for one year. The Agreement may be renewed with the consent of both parties for two additional one-year program periods. The total cost of this agreement shall not exceed \$500,000 per year. The City does not guarantee any minimum number of covered internships, compensable hours, fees, or amount, and retains the sole discretion to scope the program to meet the City's requirements.

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 C** 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. If there is any conflict, discrepancy, or inconsistency between the terms of this Agreement and the Exhibits, the terms of this Agreement will control.

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 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 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 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. The City may terminate this Agreement on 30 days' written notice for any reason, but will pay Contractor for all services successfully provided prior to termination.

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

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

Notices to Vendor shall be mailed to:
Kenneth Ferrell, Director
Planting Healing

17201 C E Nall Road
Moss Point, MS 39562

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, Planting Healing

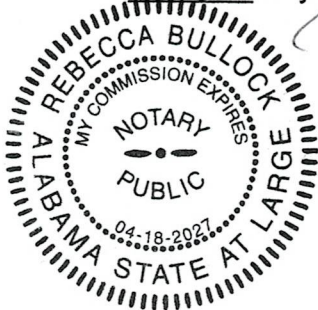
Kenneth Ferrell, [Signature], Its Director (title)
On behalf of Contractor

10-25-2023 Date

State of Alabama

Mobile County

I, Rebecca Bullock, a Notary public in and for said County, in said State, hereby certify that Kenneth Ferrell, whose name as Director of Planting Healing, a corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Director (corporate title) as aforesaid. Given under my hand this the 25 day of October, 2023



Rebecca Bullock
Notary Public

My Commission expires on: 4-18-2027

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A Scope of Work, Intern Locations, and Federal Terms

EXHIBIT B Contractor Submission to City of Mobile Bid 5502

EXHIBIT C Contractor Evidence of Insurance

EXHIBIT A

SCOPE OF WORK

TYPICAL CITY YES INTERN LOCATIONS

ADDITIONAL TERMS RELATING TO PURCHASES WITH FEDERAL GRANT AWARDS

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

- A. 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 185 persons, aged 16-24, inclusive, as participants in a City of Mobile (“City”) “Youth Empowered for Success” Intern program. Most Interns will work for 6 to 8 consecutive program weeks throughout the year broken into spring, summer, and fall timeframes.
 - 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 a spreadsheet two business days before the final submission of payroll hours to the Teen Coordinator to approve hours.
 - 4) 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.
 - 5) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.
 - 6) 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.
 - 7) Provide quality initial entry training and enrollment support for all newly enrolled interns. The training will be live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for summer Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees

provided under this contract. Such training and support for the spring, summer, and fall program period will be for a minimum of two days at a site determined by the City.

- 8) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.
- 9) Inform Interns in writing that they are employed by Contractor, not the City.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) Remove employees as directed by the City.
- 16) 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.

- 17) 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.
- 18) Provide detailed invoices to the City at agreed upon intervals.
- 19) 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.
- 20) 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.

B. City will provide the following:

- 1) Define desired Intern requirements.
- 2) Recruit, interview, screen, and select the Intern program participants. The City shall perform background checks on each potential intern 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 start of the program.
- 4) Define the hourly rate of pay for each Intern. The expected rate for all Interns will be approximately \$12.00 per hour.

- 5) Reimburse (pay) the contractor for Intern documented hourly work performed at the designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses
- 6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.
- 7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.
- 8) Notify contractor of the specific work assignment and location of each employee.
- 9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.
- 10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Break and lunch periods will be at the discretion of individual City supervisors.
- 11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.
- 12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.
- 13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.
- 14) City will not be liable for any conversion fees or direct hire fees.

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

Program	Department Name	Department Address	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.
Teen Advisory Board	Parks and Recreation Office	48 N Sage Ave. (Parks and Rec HQ)	Max of 25 hours a month	A teen or young adult that represents a Mobile County high school or college.	17	Help the Teen Mentor Coordinator plan and create new programs, activities, and events for teens and young adults throughout the city of Mobile. Also, help promote/advertise created events at school and social media.
Spring YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Municipal Park	Tues - Fri 10:00 am - 5:00 pm	Fine Arts Education	2	Assist art educators in planning, facilitating, and conducting, summer art camp class.
Spring YES Program	Community Affairs	205 Government Blvd. Mobile, AL 36602 (2nd floor)	Mon - Fri 8:00am - 5:00pm	Community engagement and outreach	2	Assist Community Affairs team with community engagement, data entry, filing, and more.
Spring YES Program	Architectural Engineering Department	205 Government Blvd. Mobile, AL 36602 (5th floor)	Mon - Fri 8:00am - 5:00pm	Architectural design and construction oversight for City of Mobile facilities and parks.	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.

Spring YES Program	Mobile Parks and Recreation	48 N Sage Ave. (Parks and Rec HQ)	Mon - Fri 8:00am - 5:00pm	Maintaining all parks in the city and provide recreational opportunities to the citizens of Mobile.	4	Minimum clerical and computer skills, and assist facility supervisors with managing community centers.
Spring YES Program	MIT	651 Church ST	Mon - Fri 9:00am - 5:00pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers and printers.
Summer YES Program	Build Mobile	205 Government Plaza,	Weekdays 7:00 am - 4:00 pm	Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile.	4	Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned.
Summer YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park)	Tues-Sun 10:00 am – 5:00 pm (Thurs to 9:00 pm)	Fine Arts Education	4	Assist Art educators in planning, facilitating, conducting summer art camp class

Summer YES Program	Police Department	2460 Govt Blvd	Weekdays 8:00 am – 5:00 pm	Public safety	10	Administrative duties, organizational skills, strategic planning, and community involvement. Will not respond to emergency calls.
Summer YES Program	Innovation-team	200 Government St	Weekdays 9:00 am to 5:00 pm	Working with multiple internal and external stake holders to improve and enhance the City of Mobile	2	Team work/design thinking concepts/data/graphics/multiple other skills/
Summer YES Program	Motor Pool	745 S. Broad Street	Weekdays 7:00 am - 4:30 pm	The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, assetting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Summer YES Program	Equipment Services	770 Gayle Street, Mobile, AL 36604	Weekdays 6:00 am to 3:00 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Administrative duties as well as litter & recycling, clean up of work areas in repair shop

Summer YES Program	Mobile Fire Rescue Department	701 St Francis St	Weekdays 7:00 am to 4:00 pm	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections.
Summer YES Program	Engineering & Development - REAM Department	Government Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	Weekdays 7:00 am - 4:00 pm	HVAC and facility management as well as repairs and maintenance.	2	Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work.
Summer YES Program	Neighborhood Development	Multiple, including local non-profits funded through CDBG	Weekdays 8:00 am- 5:00 pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability. Having knowledge of Excel and Word would be helpful.
Summer YES Program	MIT	651 Church St	Weekdays 9:00 am to 5:00 pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers, printers and setting up phones, tablets, and other technology needed within the City.

Summer YES Program	Architectural Engineering	5th Floor Admin Tower, Government Plaza, 205 Government Street, Mobile, AL	Weekdays 8:00 am - 5:00 pm	Architectural design and construction oversight for City of Mobile facilities and parks	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Summer YES Program	Civic Engagement	Government Plaza 5th Floor	Weekdays 8:00 am- 5:00 pm	Coordination of Arts and Culture/ Special Events and Homeless Initiative	2	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.
Summer YES Program	Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	25	Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills.
Fall YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Municipal Park	Tues - Fri 10:00 am - 5:00 pm	Fine Arts Education	2	Assist art educators in planning, facilitating, and conducting, summer art camp class.
Fall YES Program	Community Affairs	205 Government Blvd. Mobile, AL 36602 (2nd floor)	Mon - Fri 8:00am - 5:00pm	Community engagement and outreach	2	Assist Community Affairs team with community engagement, data entry, filing, and more.

Fall YES Program	Architectural Engineering Department	205 Government Blvd. Mobile, AL 36602 (5th floor)	Mon - Fri 8:00am - 5:00pm	Architectural design and construction oversight for city of Mobile facilities and parks.	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Fall YES Program	Mobile Parks and Recreation	48 N Sage Ave. (Parks and Rec HQ)	Mon - Fri 8:00am - 5:00pm	Maintaining all parks in the city and provide recreational opportunities to the citizens of Mobile.	4	Minimum clerical and computer skills, and assist facility supervisors with managing community centers.
Fall YES Program	MIT	651 Church ST	Mon - Fri. 9:00am - 5:00pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers and printers.

Additional Terms Relating to Purchases with Federal Grant Awards

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

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

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

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

of the bid requirements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

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

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

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

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

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

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

8. BID PROTEST PROCEDURES

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

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the bid being protested;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days

of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

not more than \$100,000, for each such failure.

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

EXHIBIT B

Contractor's Bid Submission in Response to City of Mobile Bid Number
5843



City of Mobile Bid No.5843
Personnel Payroll/Staffing Services



EXHIBIT C BID SUBMISSION FORM

PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID

Business Entity ID Number, Alabama Secretary of State Office 001-103-562

City of Mobile Business License Number 126919

Federal E-Verify Enrollment Number 2295735

Alabama Department of Labor, Child Labor Certificate No. 181321-2

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

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

Jacksonville International Airport Jacksonville, FL August 2021 - Current

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

Arizona Department of Transportation Phoenix, AZ Jan 2016 - Current

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

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 185 summer interns during June and July, 2024, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES X 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 X NO

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

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 X NO

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

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



City of Mobile Bid No.5843
Personnel Payroll/Staffing Services



Please state your BID percentage markup here: 19.9 %

Please calculate and write below your total hourly rate based on your
BID markup, assuming the City directs \$12.00 as the hourly Intern
pay:

\$14.39

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

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

Kenneth Ferrell
Signature

10/12/2023
Date

Kenneth Ferrell, Director
Your Printed Name & Title

Planting Healing
Official Corporate Name

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

POC: Kenneth Ferrell - Kenneth@PlantingHealing.com Ph: 843-628-9575

Mailing Address: 17201 C E Nall Road Moss Point, MS 39562

KF



City of Mobile
Request for Bids (RFB)
Addendum 1 to RFB Number 5843
Personnel Payroll/Staffing Services
"YES" Youth Intern Program

The City of Mobile is seeking sealed bids to provide Personnel Payroll/Staffing Services for the City Youth Empowered for Success (YES) Intern Program.

The City is providing this Addendum 1 in response to questions received regarding the original RFB.

The due date for submitted written proposals remains 11:30 am, October 13, 2023.

The full contents of the original RFB, and this and any subsequent Addenda to this RFB may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

QUESTIONS AND ANSWERS:

The following are questions that have been received and City responses to those questions. The questions are included generally verbatim as received relating to the overall RFB requirements where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent.

1. Is there a local vendor preference for this bid?

Answer: No. See paragraph IV.G..

2. Is this a new initiative?

Answer: No. This is a recurring annual program.

3. If not, who are the current vendors?

Answer: The current program vendor is Laine Federal Solutions.

4. What is their current pricing?

Answer: The bid tabulation for the previous bid award can be found here:
https://www.cityofmobile.org/bids_files/5502_2021YESBidTab.pdf

5. What are the historical annual spending volumes in the project?

Answer: Spending has ranged between \$150,000 and \$450,000 per year. The City expects to pay the vendor \$400,000- \$500,000 annually including salary reimbursement and markup.

6. What is the estimated budget for this project?

Answer: See answer to question 5.

7. What would be the number of awards you intend to give(approximate number)?

Answer: 1.

8. Please provide us with an estimated NTE budget allocated for this contract.

Answer: See answer to question 5.

9. Is this an old contract or new contract?

Answer: See answer to question 2.

10. What is the tentative start date of this engagement?

Answer: November 2023.

11. What is the work location of the proposed candidates?

Answer: See Exhibit A, paragraph B.6, and Representative Intern Positions spreadsheet.

12. Please provide the evaluation criteria for evaluating the bids for this ITB.

Answer: See paragraph IV.E.

13. Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

Answer: See answers to questions 3 and 4. Yes.

14. Are there any pain points or issues with the current vendor(s)?

Answer: No.

15. Could you please share the previous spending on this contract, if any?

Answer: See answer to question 5.

16. Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

Answer: See paragraph III.C.

17. How many positions were used in the previous contract?

Answer: See paragraph II.A.

18. How many requisitions will be required per year or throughout the contract?

Answer: Uncertain.

19. If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?

Answer: No. See Exhibit A, paragraph B.2.

20. Can we provide hourly rate ranges for the given positions?

Answer: No. See Exhibit A, paragraph B.4.

21. Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

Answer: Most work may be done remotely, but see Exhibit A, paragraph A.7.

22. Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Answer: No. See Exhibit A, paragraph B.2.

23. Could you please provide the list of holidays?

Answer: See attached list of City holidays that will be observed by Interns.

24. Are there any mandated Paid Time Off, Vacation, etc.?

Answer: No.

25. Who is your current vendor?

Answer: See answer to question 3.

26. What is your current vendor's markup rate?

Answer: See answer to question 4.

27. How much did you spend on these services last year? The last five years?

Answer: See answer to question 5.

28. What are any challenges or pain points with the present contract vendor?

Answer: None.

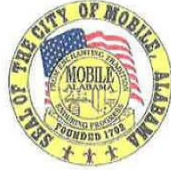
29. What improvements would you like to see with the vendor on the new contract?

Answer: None.

30. Must any of the following be submitted with the proposal?

- a. Alabama Secretary of State Certificate
- b. City of Mobile Business License
- c. E-Verify
- d. Child Labor Certificate

Answer: No, other than the information required in Exhibit C. Certificates will be required of the selected vendor at contract formation.



CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

HOLIDAY SCHEDULE 2023 - 2024

TO: All City Departments
FROM: Lisa C. Lambert, City Clerk
DATE: August 31, 2023

New Year's	Monday, January 1, 2024
Dr. Martin Luther King, Jr. Holiday	Monday, January 26, 2024
Mardi Gras	Monday, February 12, 2024 Tuesday, February 13, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving	Thursday, November 28, 2024 Friday, November 29, 2024
Christmas	Tuesday, December 24, 2024 Wednesday, December 25, 2024

TOTAL: 13 DAYS

P.O. Box 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411



PLANTING HEALING

☎ 843-628-9575

✉ Kenneth@PlantingHealing.com

🌐 www.PlantingHealing.com

📍 11 North Water Street Mobile, AL 36602

October 13, 2023

Ref: City of Mobile **Bid No. 5843** *Personnel Payroll/Staffing Services*

City of Mobile,

I have thoroughly inspected the bid documents for the Payroll/Staffing Services Bid No. 5843. Planting Healing can comply with all aspects of the bid, including exhibits A, B, C & D and Addendum #1, in its entirety without exceptions.

✓ Acknowledged Addendum #1

Qualifications to Bid:

- ✓ Planting Healing is enrolled as a business entity with the AL Secretary of State,
- ✓ Planting Healing has a current City of Mobile Business license,
- ✓ Planting Healing is enrolled in the federal E-Verify program, and
- ✓ Planting Healing has a current Child Labor Certificate issued by the AL-DOL.

Respectfully Submitted,

Kenneth Ferrell

Kenneth Ferrell, Director



POINT OF CONTACT

- **PH: 843-628-9575**
- **Kenneth@PlantingHealing.com**
- **www.PlantingHealing.com**
- **313 Hwy 90 Gautier, MS 39553**

NAICS CODES:

- **561320 Temporary Help Services**
- **561311 Employment Placement Agencies**
- **561312 Executive Search Services**
- **541214 Payroll Services**

PAST PERFORMANCE:

- **Department of Transportation**
- **Huntington Ingalls Industries**
- **Austal Shipbuilding USA**
- **Jacksonville International Airport**

SET-ASIDE

- **Small, Disabled-Owned Corporation**



- ★ **EIN # 87-1424626**
- ★ **DUNS # 118164777**
- ★ **CAGE CODE 9P7Y7**
- ★ **SAM EXPIRATION 8/30/24**

Capabilities Statement

OVERVIEW:

We provide the right people, right when you need them. Our motto is Recruit, Retain and Rarefy which is lived out in how we conduct business.

1. **Recruit!** We prioritize the candidate's experience to recruit top talent.
2. **Retain!** We retain employees by providing opportunities for growth and training.
3. **Rarefy!** We help fill in the gaps to employment barriers to help individuals meet their career goals, achieving jobs in career fields they never thought possible.

DIFFERENTIATORS:

As a 501(c)(3) nonprofit organization our resources go into providing supportive services to individuals with barriers to employment, which in turn opens up opportunities for a wider range of applicants for your open positions.

We help your business:

- Minimize ramp-up time.
- Maintain a stable and productive workforce.
- Reduce turnover.
- Save time and money.

SERVICES:

- Temporary Staffing 
- Recruiting 
- Contract Labor 
- Payrolled Services 
- Employee Leasing 

YOUR IMPACT MATTERS!

"For every candidate hired, supportive services are provided to bridge gaps to employment barriers to individuals with socio-economic challenges."

Ken Ferrell, Director



Secretary of Labor
Fitzgerald Washington

Fitzgerald Washington



Child Labor Inspector
Adam Strickland, Supvr.

Child Labor Certificate - Class II

(FOR THE EMPLOYMENT OF MINORS AGE 16/17)

Alabama Department of Labor Child Labor Enforcement

Kay Ivey Governor

Name of Business: Planting Healing

Type of Business: Staffing Agency

Address: 11 North Water Street, 10th Floor, Mobile, AL 36602

Name of Corporate Owner: Planting Healing

Certificate Number: 181321-2 Date Issued: 10/12/2023 Expiration Date: 10/31/2024

MUST BE PLACED IN A CONSPICUOUS PLACE

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Planting Healing

This name reservation is for the exclusive use of Kenneth Ferrell, 17201 C E Nall
Road, Moss Point, MS 39562 for a period of one year beginning October 12, 2023
and expiring October 12, 2024



RES119529

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

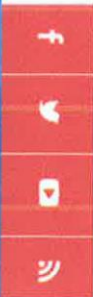
October 12, 2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State



Business Entity Records

[Home](#) > [Government Records](#) > [Business Entity Records](#)

Entity ID	Entity Name	City	Type	Status
001 - 103 - 562	Planting Healing	Mobile, AL	Foreign Non-Profit Corporation	Exists
1				



My Company Account

My Company Profile

Company Information

Company Name

Planting Healing

Doing Business As (DBA) Name

Planting Healing

Company ID

2295735

Enrollment Date

██████████

Employer Identification Number (EIN)

871424626

Unique Entity Identifier (UEI)

DRD4QHU89MX5

DUNS Number

118164777

Total Number of Employees

100 to 499

NAICS Code

561

Sector

Administrative and Support and Waste
Management and Remediation Services

Subsector

Administrative and Support Services

[Edit Company Information](#)

Employer Category

EXHIBIT C

Contractor's Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GULFCOAST INSURANCE AGENCY INC PO BOX 7750 BEAUMONT, TX, 77726	CONTACT NAME: Matt Hasting PHONE (A/C, No, Ext): 833-744-5550 FAX (A/C, No): 833-744-5550 E-MAIL ADDRESS: certificate@gulfcoastagency.org																					
INSURED Planting Healing 11 N. Water Street, 10th Floor Mobile, AL 36602	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Next Insurance US Company</td><td>16285</td></tr><tr><td>INSURER B:</td><td>Progressive</td><td>42412</td></tr><tr><td>INSURER C:</td><td>American Guarantee & Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER D:</td><td>Employers Insurance of Nevada</td><td>10640</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Next Insurance US Company	16285	INSURER B:	Progressive	42412	INSURER C:	American Guarantee & Liability Ins Co	26247	INSURER D:	Employers Insurance of Nevada	10640	INSURER E:			INSURER F:		
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INSURER D:	Employers Insurance of Nevada	10640																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** Master as of 10.27.2023**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	NXT4D9TTL4-00-GL	08/23/2023	08/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	00546120-0	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	UMB036976600	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC75325P2023 WC76277P2023	08/24/2023	08/24/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							EACH OCCURENCE: AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IF REQUIRED BY WRITTEN CONTRACT; ALL POLICIES ARE ENDORSED TO INCLUDE WAIVER OF SUBROGATION. ALL POLICIES ARE ENDORSED TO INCLUDE THE CITY OF MOBILE, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, AND ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES AS ADDITIONALLY INSURED. LIABILITY INSURANCE IS PRIMARY & NON-CONTRIBUTORY.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government Street
Mobile, AL 36644

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE*Matt Hasting*

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Bid Tabulation
Bid 5843 YES Payroll Staffing Services
Oct 13, 2023

Vendor Name	Point of Contact	Total Bid amount	Terms	Experience	Insurance	Capacity	Licenses	Web Software	Security
Planting Healing	Kenneth Ferrell Kenneth@PlantingHealing.com	19.9% \$14.39	none	Yes	Yes	Yes	Yes	Yes ADP	Yes
Arch Staffing and Consulting LLC	Jamal Allen Jamal.allen@archstaffing.us	19.93% \$14.39	none	Yes	Yes	Yes	Yes	Bullhorn ATB & Bullhorn Time and Expense	Yes
Blue Arbor, Inc.	Lucine Moffett Lmoffet@bluerbor.com	20.0% \$14.40	none	Yes	Yes	Yes	Yes	Yes Tempworks	Yes
Laine Federal Solutions	Chasidy Privett cprivett@laineffederal.com	21.25% \$14.55	none	Did not check.	Yes	Yes	Yes	Yes Paychex	Yes
LanceSoft, Inc.	Prashant Arni marketing@Lancesoft.com	22% \$14.64	none	Yes	Yes	Yes	No (only gave EVerify)	Yes Home grown AI enabled CPX system	Yes
Diskriter, Inc.	Laveena Yadav Business.coordinator@Diskriter.com	24.0% \$14.88	none	Yes	Yes	Yes	Did not provide	Yes Did not name	Yes
A & Associates, Inc	Evelyn Looney Evelyn@AAServices.co	27.50% \$15.30	none	Yes	Yes	Yes	Yes	Yes PEO Website	No (but explained)
Clark Personnel Inc.	Angela Tunstall atunstall@clarkpersonnel.com	35% \$16.20	none	Yes	Yes	Yes	Yes	Yes Tempworks	Yes



City of Mobile
Request for Bids (RFB)
Addendum 1 to RFB Number 5843
Personnel Payroll/Staffing Services
“YES” Youth Intern Program

The City of Mobile is seeking sealed bids to provide Personnel Payroll/Staffing Services for the City Youth Empowered for Success (YES) Intern Program.

The City is providing this Addendum 1 in response to questions received regarding the original RFB.

The due date for submitted written proposals remains 11:30 am, October 13, 2023.

The full contents of the original RFB, and this and any subsequent Addenda to this RFB may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

QUESTIONS AND ANSWERS:

The following are questions that have been received and City responses to those questions. The questions are included generally verbatim as received relating to the overall RFB requirements where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City’s requirements, please use your judgment as to the City’s intent.

1. Is there a local vendor preference for this bid?

Answer: No. See paragraph IV.G..

2. Is this a new initiative?

Answer: No. This is a recurring annual program.

3. If not, who are the current vendors?

Answer: The current program vendor is Laine Federal Solutions.

4. What is their current pricing?

Answer: The bid tabulation for the previous bid award can be found here:
https://www.cityofmobile.org/bids_files/5502_2021YESBidTab.pdf

5. What are the historical annual spending volumes in the project?

Answer: Spending has ranged between \$150,000 and \$450,000 per year. The City expects to pay the vendor \$400,000- \$500,000 annually including salary reimbursement and markup.

6. What is the estimated budget for this project?

Answer: See answer to question 5.

7. What would be the number of awards you intend to give (approximate number)?

Answer: 1.

8. Please provide us with an estimated NTE budget allocated for this contract.

Answer: See answer to question 5.

9. Is this an old contract or new contract?

Answer: See answer to question 2.

10. What is the tentative start date of this engagement?

Answer: November 2023.

11. What is the work location of the proposed candidates?

Answer: See Exhibit A, paragraph B.6, and Representative Intern Positions spreadsheet.

12. Please provide the evaluation criteria for evaluating the bids for this ITB.

Answer: See paragraph IV.E.

13. Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

Answer: See answers to questions 3 and 4. Yes.

14. Are there any pain points or issues with the current vendor(s)?

Answer: No.

15. Could you please share the previous spending on this contract, if any?

Answer: See answer to question 5.

16. Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

Answer: See paragraph III.C.

17. How many positions were used in the previous contract?

Answer: See paragraph II.A.

18. How many requisitions will be required per year or throughout the contract?

Answer: Uncertain.

19. If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?

Answer: No. See Exhibit A, paragraph B.2.

20. Can we provide hourly rate ranges for the given positions?

Answer: No. See Exhibit A, paragraph B.4.

21. Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

Answer: Most work may be done remotely, but see Exhibit A, paragraph A.7.

22. Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Answer: No. See Exhibit A, paragraph B.2.

23. Could you please provide the list of holidays?

Answer: See attached list of City holidays that will be observed by Interns.

24. Are there any mandated Paid Time Off, Vacation, etc.?

Answer: No.

25. Who is your current vendor?

Answer: See answer to question 3.

26. What is your current vendor's markup rate?

Answer: See answer to question 4.

27. How much did you spend on these services last year? The last five years?

Answer: See answer to question 5.

28. What are any challenges or pain points with the present contract vendor?

Answer: None.

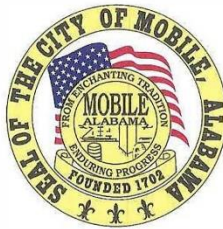
29. What improvements would you like to see with the vendor on the new contract?

Answer: None.

30. Must any of the following be submitted with the proposal?

- a. Alabama Secretary of State Certificate
- b. City of Mobile Business License
- c. E-Verify
- d. Child Labor Certificate

Answer: No, other than the information required in Exhibit C. Certificates will be required of the selected vendor at contract formation.



CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

HOLIDAY SCHEDULE 2023 - 2024

TO: All City Departments
FROM: Lisa C. Lambert, City Clerk
DATE: August 31, 2023

New Year's	Monday, January 1, 2024
Dr. Martin Luther King, Jr. Holiday	Monday, January 26, 2024
Mardi Gras	Monday, February 12, 2024 Tuesday, February 13, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving	Thursday, November 28, 2024 Friday, November 29, 2024
Christmas	Tuesday, December 24, 2024 Wednesday, December 25, 2024

TOTAL: 13 DAYS

P.O. Box 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411



City of Mobile
Bid Number 5843
PERSONNEL PAYROLL/STAFFING SERVICES
“YES” YOUTH INTERN PROGRAM

Advertised: September 28, 2023
Questions Due: October 5, 2023
Bids Due/Opened: October 13, 2023

Mailing Address:

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

Package Delivery:

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

Phone: (251) 208-7434

Email: Purchasing@cityofmobile.gov

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

II. Background

- A. The City’s YES Intern program annually employs approximately 185 Mobilians, 16-24 years old, mostly in concentrated periods during traditional school breaks, but also in smaller numbers throughout the year. YES is designed to teach the Interns how to participate in the workforce through experience, training, and placement in City departments and partner non-profit agencies in Mobile. The City selects Interns after the City conducts an application, screening, and interview process. The summer break work period, which employs the largest cohort of interns, begins annually on or about the first week of June, and runs for 6-8 weeks until on or about the end of July. Some of the interns selected for the summer program may continue for longer periods. The City also may select and employ Interns for other focus periods such as during the fall and spring. Finally, the City employs a year-round leadership cadre of approximately 17 YES interns.
- B. Contractor’s role will be to relieve the City of hiring, onboarding, insurance, and payroll management responsibilities for these Interns, and provide an important learning experience for Interns in online workforce enrollment, timekeeping, and payment. Contractors must be a full-service staffing company that uses web-based enrollment and management systems and can provide in-person, on-site instruction and onboarding support. City will supervise and will track and report Intern work hours to Contractor.
- C. The City intends to award this contract for a one-year period, to begin in the fall of 2023, then renewable annually with the consent of both parties for two additional one-year periods.
- D. The City intends to reimburse and compensate contractor each intern’s hourly wages plus a fixed percentage markup of that hourly rate. The contract value for each year is not to exceed \$500,000 but may be substantially less than that amount. The actual amount to be paid to Contractor each year will depend upon the number of program participants, the number of hours worked, the hourly wage rate the City selects (expected to be approximately \$12.00 per hour), and the Contractor’s markup rate. Program size and scope is also dependent upon the availability of appropriations for the program.



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

III. Qualifications to Bid

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

IV. Bid Amount

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



- D. Bids will be stated as a percentage increase (markup) the City will pay Contractor above the hourly rate to be paid to Interns.
- E. The City will intend to award a contract to the responsive and responsible Bidder offering the lowest markup rate.
- F. For example, if the City desires Contractor to pay Interns \$12.00 per hour, City will pay Contractor \$12.00, plus a fixed percentage of \$12.00, for every hour. If Contractor's bid is for a 20% compensation markup, the City would pay Contractor: $\$12.00 + (0.20 \times \$12.00) = \$12.00 + \$2.40 = \$14.40$ per hour per Intern hour worked.
- G. Federal grants funds may be used to pay for some or all of this program. The additional clauses found in Exhibit D are incorporated by reference into this bid solicitation and award. Because federal funds may be used, the local vendor preference provisions of Ala Code 41-16-50(a) are not applicable to this award.

V. Other Guidance on Submitting your Bid

- A. Please use **Exhibit C**, or a facsimile of **Exhibit C**, to submit your bid. Provide all information required by the form. Sign your bid. Also make sure your business name is consistently represented on all documents.
- B. Submit bids in a sealed envelope with the Bid Number on the outside and/or with the date and time of the bid opening 11:30 A.M., Friday, October 13, 2023, and send to the address indicated on the first page of this form. Please note that package delivery and U.S. mail addresses differ.
- C. All bids must be received and date-stamped in the Procurement Department not later than 11:30 A.M., Friday, October 13, 2023.
- D. Any bids delivered after the due date will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date-stamped prior to the date for the bid.
- E. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date may be delayed or rejected.
- F. Please submit questions about this bid, its terms or conditions, by E-mail, NOT LATER THAN 4:00 P.M. October 5, 2023, to Purchasing@cityofmobile.org .
- G. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <http://www.cityofmobile.org/bids/> . Answers to submitted questions will be made, and if necessary, posted as an addendum not later than 4:00 P.M., October 6, 2023.
- H. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or consider in their bid an Addendum or changes in the bid specifications.



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

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



EXHIBIT A Scope of Work

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

- A. 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 185 persons, aged 16-24, inclusive, as participants in a City of Mobile (“City”) “Youth Empowered for Success” Intern program. Most Interns will work for 6 to 8 consecutive program weeks throughout the year broken into spring, summer, and fall timeframes.
 - 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 a spreadsheet two business days before the final submission of payroll hours to the Teen Coordinator to approve hours.
 - 4) 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.
 - 5) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.
 - 6) 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.
 - 7) Provide quality initial entry training and enrollment support for all newly enrolled interns. The training will be live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for summer Interns, suitable for high-school-level new



entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support for the spring, summer, and fall program period will be for a minimum of two days at a site determined by the City.

- 8) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.
- 9) Inform Interns in writing that they are employed by Contractor, not the City.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) Remove employees as directed by the City.
- 16) 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.

- 17) 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.
- 18) Provide detailed invoices to the City at agreed upon intervals.
- 19) 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.
- 20) 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.

B. City will provide the following:

- 1) Define desired Intern requirements.
- 2) Recruit, interview, screen, and select the Intern program participants. The City shall perform background checks on each potential intern 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 start of the program.



- 4) Define the hourly rate of pay for each Intern. The expected rate for all Interns will be approximately \$12.00 per hour.
- 5) Reimburse (pay) the contractor for Intern documented hourly work performed at the designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses
- 6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.
- 7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.
- 8) Notify contractor of the specific work assignment and location of each employee.
- 9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.
- 10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. 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.



Program	Department Name	Department Address	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.
Teen Advisory Board	Parks and Recreation Office	48 N Sage Ave. (Parks and Rec HQ)	Max of 25 hours a month	A teen or young adult that represents a Mobile County high school or college.	17	Help the Teen Mentor Coordinator plan and create new programs, activities, and events for teens and young adults throughout the city of Mobile. Also, help promote/advertise created events at school and social media.
Spring YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Municipal Park)	Tues - Fri 10:00 am - 5:00 pm	Fine Arts Education	2	Assist art educators in planning, facilitating, and conducting, summer art camp class.
Spring YES Program	Community Affairs	205 Government Blvd. Mobile, AL 36602 (2nd floor)	Mon - Fri 8:00am - 5:00pm	Community engagement and outreach	2	Assist Community Affairs team with community engagement, data entry, filing, and more.
Spring YES Program	Architectural Engineering Department	205 Government Blvd. Mobile, AL 36602 (5th floor)	Mon - Fri 8:00am - 5:00pm	Architectural design and construction oversight for City of Mobile facilities and parks.	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.



City of Mobile Bid No. 5843
Personnel Payroll/Staffing Services

Spring YES Program	Mobile Parks and Recreation	48 N Sage Ave. (Parks and Rec HQ)	Mon - Fri 8:00am - 5:00pm	Maintaining all parks in the city and provide recreational opportunities to the citizens of Mobile.	4	Minimum clerical and computer skills, and assist facility supervisors with managing community centers.
Spring YES Program	MIT	651 Church ST	Mon - Fri 9:00am - 5:00pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers and printers.
Summer YES Program	Build Mobile	205 Government Plaza,	Weekdays 7:00 am - 4:00 pm	Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile.	4	Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned.
Summer YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park)	Tues-Sun 10:00 am – 5:00 pm (Thurs to	Fine Arts Education	4	Assist Art educators in planning, facilitating, conducting summer art camp class



			9:00 pm)			
Summer YES Program	Police Department	2460 Govt Blvd	Weekdays 8:00 am – 5:00 pm	Public safety	10	Administrative duties, organizational skills, strategic planning, and community involvement. Will not respond to emergency calls.
Summer YES Program	Innovation-team	200 Government St	Weekdays 9:00 am to 5:00 pm	Working with multiple internal and external stakeholders to improve and enhance the City of Mobile	2	Team work/design thinking concepts/data/graphics/multiple other skills/
Summer YES Program	Motor Pool	745 S. Broad Street	Weekdays 7:00 am - 4:30 pm	The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, assetting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Summer YES Program	Equipment Services	770 Gayle Street, Mobile, AL 36604	Weekdays 6:00 am to 3:00 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Administrative duties as well as litter & recycling, clean up of work areas in repair shop



City of Mobile Bid No. 5843
Personnel Payroll/Staffing Services

Summer YES Program	Mobile Fire Rescue Department	701 St Francis St	Weekdays 7:00 am to 4:00 pm	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections.
Summer YES Program	Engineering & Development - REAM Department	Government Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	Weekdays 7:00 am - 4:00 pm	HVAC and facility management as well as repairs and maintenance.	2	Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work.
Summer YES Program	Neighborhood Development	Multiple, including local non-profits funded through CDBG	Weekdays 8:00 am-5:00 pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability. Having knowledge of Excel and Word would be helpful.
Summer YES Program	MIT	651 Church St	Weekdays 9:00 am to 5:00 pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers, printers and setting up phones, tablets, and other technology needed within the City.



City of Mobile Bid No. 5843
Personnel Payroll/Staffing Services

Summer YES Program	Architectural Engineering	5th Floor Admin Tower, Government Plaza, 205 Government Street, Mobile, AL	Weekdays 8:00 am - 5:00 pm	Architectural design and construction oversight for City of Mobile facilities and parks	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Summer YES Program	Civic Engagement	Government Plaza 5th Floor	Weekdays 8:00 am - 5:00 pm	Coordination of Arts and Culture/ Special Events and Homeless Initiative	2	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 of arts and culture and special events in the city.
Summer YES Program	Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	25	Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills.
Fall YES Program	Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Municipal Park	Tues - Fri 10:00 am - 5:00 pm	Fine Arts Education	2	Assist art educators in planning, facilitating, and conducting, summer art camp class.
Fall YES Program	Community Affairs	205 Government Blvd. Mobile, AL 36602 (2nd floor)	Mon - Fri 8:00am - 5:00pm	Community engagement and outreach	2	Assist Community Affairs team with community engagement, data entry, filing, and more.



City of Mobile Bid No. 5843
Personnel Payroll/Staffing Services

Fall YES Program	Architectural Engineering Department	205 Government Blvd. Mobile, AL 36602 (5th floor)	Mon - Fri 8:00am - 5:00pm	Architectural design and construction oversight for city of Mobile facilities and parks.	2	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Fall YES Program	Mobile Parks and Recreation	48 N Sage Ave. (Parks and Rec HQ)	Mon - Fri 8:00am - 5:00pm	Maintaining all parks in the city and provide recreational opportunities to the citizens of Mobile.	4	Minimum clerical and computer skills, and assist facility supervisors with managing community centers.
Fall YES Program	MIT	651 Church ST	Mon - Fri 9:00am - 5:00pm	Maintain software and hardware in all city departments	2	Assist voice/data technicians in repairing computers and printers.



Exhibit B Sample Contract

City of Mobile



Project: Personnel Payroll/Staffing Services

AGREEMENT

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

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

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

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

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Contractor's bid submission in response to City of Mobile Bid number 5235, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue until all tasks associated with the 2023-24 YES program are complete. The Agreement may be renewed with the consent of both parties for two additional one-year program periods, the 2024-25 program and the 2025-26 program. The total cost of this agreement shall not exceed \$500,000 per program year.

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



ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

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

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

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

ARTICLE 7. Licenses, permits, etc.: Vendor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor



will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of Exhibit A.

ARTICLE 8. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall 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 10. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed separately by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

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

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

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

Notices to Vendor shall be mailed to:



ARTICLE 14. Compliance with Alabama Immigration Law

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

ARTICLE 15. Boycotts

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

ARTICLE 16. Signatures:

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

CONTRACTOR, NAME

_____, Its _____ (title)
On behalf of Contractor

_____ Date

State of Alabama

_____ County

I, _____, a Notary public in and for said County, in said State, hereby certify that _____, whose name as _____ of _____, a corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____ (corporate title) as aforesaid. Given under my hand this the _____ day of _____, 2023.

Notary Public
My Commission expires on: _____



CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

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



EXHIBIT C BID SUBMISSION FORM

PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID

Business Entity ID Number, Alabama Secretary of State Office _____

City of Mobile Business License Number _____

Federal E-Verify Enrollment Number _____

Alabama Department of Labor, Child Labor Certificate No. _____

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

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

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

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

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

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 185 summer interns during June and July, 2024, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES _____ NO _____

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

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

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

YES _____ NO _____

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

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



Please state your BID percentage markup here: _____%

Please calculate and write below your total hourly rate based on your BID markup, assuming the City directs \$12.00 as the hourly Intern pay:

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

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

Signature

Date

Your Printed Name & Title

Official Corporate Name

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



EXHIBIT D Additional Terms Relating to Purchases with Federal Grant Awards

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

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

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

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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



of the bid requirements;

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

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

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

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

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



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

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

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

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

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

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



the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

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

8. BID PROTEST PROCEDURES

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

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

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

(iii) Identification of the bid being protested;

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

(v) The form of relief requested

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

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



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

9. CODE OF CONDUCT

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

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

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

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

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

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

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



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

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

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