



Addendum No. 1

To: Registered Plan Holders & Pre-Bid Conference Attendees

From: Jason Donovan, Service Contract Technician
Building Services Department

Date: December 2, 2022

RE: **SERVICE CONTRACT – PORTALET RENTALS FOR MARDI GRAS 2023**
Various Locations
Mobile, Alabama

Project # **PS-001-23**

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 18, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated November 30, 2022 is attached and forms part of Addendum No. 1.
- Item 2. Bidders shall have a current City of Mobile Business License at the time of bid submission.
- Item 3. A bid bond shall be required.
- Item 4. The Insurance Requirements for this project are listed in the bid package. The General Aggregate Limit shall apply on a “Per Project” basis. (See Attached Sample)
- Item 5. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a

Disadvantaged Business Enterprises. The attached Subcontracting & Major Supplier Plan MUST be filled out and returned with the Bid package, failure to do will disqualify your bid. For further information it is recommended that you contact the office of Supplier Diversity and speak with Archinque Kidd at (251) 208-7967 or Roger Cook at (251) 208-7632.

Project Manual:

- Item 1. Bidding and Contract Requirements, Sample Standard Service Contract Agreement, 3.3. – Omit all language regarding hourly rates.

Requests for Information (R.F.I.s):

1. **Question-** Instructions to Bidders, 15. Local Preference Awards, 6.- Has this been waived or is it exempt from this bid? Would this deem non-responsive if we were to provide a response?

Answer- Preference for State of Alabama Disadvantaged Businesses, as written, has not been waived.

2. **Question-** Scope of Work, 2. Scheduling, C.- Is the customer wanting an attendant onsite or just serviced daily? If customer is wanting an attendant on site, will the procurement provide a line item on the pricing section if an attendant is a requirement?

Answer- The City of Mobile does not require an onsite attendant.

3. **Question-** Scope of Work, 3. Cleaning, B.- Will the customer have trash cans available for the awarded vendor to throw away trash, as our techs are unable to remove trash from the site?

Answer- Trash receptacles shall be placed by The City of Mobile along the parade route.

4. **Question-** Bid Form, 3. Additional Rates- Usually “Rates” are provided for Toilets & Services in addition to “Additional Rates” for Hourly Rates. Instead of “ADDITIONAL RATES” shouldn’t that line be notated as “RATES”?

Answer- “Additional Rates” language shall remain as-is, since contractor pricing of those “additional” units may differ from those units included as a part of the Base Bid.

5. **Question-** Bid Form, 3. Additional Rates- Should line items be added and labeled as “ADDITIONAL RATES” for Hourly Rates for work performed outside the basic scope of services (Base Bid), including:

A. Regular time (7:00 a.m. to 5:00 p.m., Monday through Friday):

Rate \$ per hour. _____

B. Overtime (5:00 p.m. to 7:00 a.m., Monday through Friday and weekend):

Rate \$ per hour. _____

C. Overtime (Bidders Standard Company Holiday):

Rate \$ per hour. _____

Hourly rates listed above include all labor and travel costs and all costs for tools, equipment, minor parts and materials, and other incidentals necessary for complete services?

Answer- Service Contractor shall not be required to provide hourly rates.

Attachments:

The Pre-Bid Conference Attendance Roster

City of Mobile Subcontracting & Major Supplier Plan

Sample Certificate of Insurance

END OF ADDENDUM NUMBER 1



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith**” **Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
 questions on completing this form.
 Via email: Archnique.kidd@cityofmobile.org
 251.208.7967
 205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
 questions on completing this form.
 Via email: Archnique.kidd@cityofmobile.org
 251.208.7967
 205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____
 _____/_____/_____ Description _____
 Name of Bidder/Proposer: _____

I intend to use the following subcontractors: *(Attach additional pages if necessary)*

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (<input type="checkbox"/>)	NO (<input type="checkbox"/>)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

8. NAIC #
Should be included for each insurance company.

9. Policy Effective Date: Must be prior to or coincidental with effective date of contract.

10. Policy Expiration Date - Date must be on or after termination of contract.

11. Limits of Insurance - Must be same or greater as required by Contract.

12. Description of Operations - places and events are described here. Policy must be endorsed to include a waiver of subrogation in favor of City of Mobile. Project Name/ Number must be shown.

1. Producer Insurance Agent/ Broker who issues certificates.

2. Name of Insured - Must be legal name of the contracting party.

3. Types of Insurance - Must include the types of insurance required by Contract.

4. Policy Form - "Claims made" or "occurrence" form; see Glossary for definitions.

5. Aggregate Limits - Should apply per project.

6. Additional Named Insured - City of Mobile must be named additional insured with a waiver of subrogation.

7. Certificate Holder - Must be City of Mobile, Alabama

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 ABC Insurance Company 1010 Insurance Street Mobile, AL 36606 Cindy Jones (251) 333-3333		CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:															
INSURED Vendor/Company 123 City Street Mobile, AL 36602		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Mobile Insurance Company</td> <td>4555</td> </tr> <tr> <td>INSURER B: ABC Insurance Company</td> <td>11111</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of Alabama</td> <td>1225555</td> </tr> <tr> <td>INSURER D: XXY Insurance of Mobile</td> <td>8788899</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Mobile Insurance Company	4555	INSURER B: ABC Insurance Company	11111	INSURER C: Indemnity Insurance Company of Alabama	1225555	INSURER D: XXY Insurance of Mobile	8788899	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Mobile Insurance Company	4555																
INSURER B: ABC Insurance Company	11111																
INSURER C: Indemnity Insurance Company of Alabama	1225555																
INSURER D: XXY Insurance of Mobile	8788899																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>		10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MEDICAL (Any one person) \$ 5,000 PERSONAL ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - CROP/OP AGG \$ 1,000,000 \$ COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$1,000,000 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>				

SAMPLE

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

Project Name: Project Number:

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER City of Mobile P. O. Box 1827 Mobile, Alabama 36633-1827	CANCELLATION 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
---	--

1. **THE PRODUCER:** Produces or orders Certificate for Insured; answers questions, revises certificate to meet contract requirements.
2. **NAME OF INSURED:** Must be legal name of contracting party.
3. **TYPES OF INSURANCE:** Must include types required by contract.
4. **POLICY FORM:** Will indicate claims-made or occurrence form; see "10", Policy Expiration Date" for additional information.
5. **AGGREGATE LIMIT:** An aggregate per policy limit applies for the entire policy period (usually one year); a per project aggregate is applied to individual projects; a per location limit applies the aggregate separately to each location.
6. **ADDITIONAL INSURED/WAIVER OF SUBROGATION:** The
7. certificate must include a "Y" for additional insured and waiver of subrogation.
8. **CERTIFICATE HOLDER:** Must be the City of Mobile.
9. **POLICY EFFECTIVE DATE:** Must be prior to or coincidental with effective date of contract.
10. **POLICY EXPIRATION DATE:** For "occurrence" form coverage, date should be on or after the termination date of contract. If "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
11. **LIMITS OF INSURANCE:** Must be same or greater than required by contract.
12. **DESCRIPTION OF OPERATIONS:** Review information in this section to determine it is consistent with contract.
13. **NOTICE OF CANCELLATION:** Refer to policy to determine carrier's practices regarding cancellation.
14. **AUTHORIZED REPRESENTATIVE:** Must be signed by an authorized representative of Producer.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule. if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE