CALL FOR BIDS

Project Name	Portable Toilets – Mardi Gras 2024
Project Location	Various City of Mobile Locations
Project Number	PS-001-24

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on Wednesday, November 1st, 2023, no later than 2:00 PM local time. Bids shall be deposited in the box labeled "City of Mobile Bids" in the elevator lobby of the 9th Floor, South Tower, Government Plaza or sent by U. S. Postal Service or another carrier, addressed to the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 (or City Clerk, P. O. Box 1827, 36633-1827, if sent by regular mail via the U. S. Postal Service). The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza.

Bid Documents are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

THE CITY OF MOBILE MOBILE, ALABAMA



PROJECT MANUAL FOR SERVICE CONTRACT PORTABLE TOILETS MARDI GRAS 2024 VARIOUS CITY OF MOBILE LOCATIONS

PS-001-24

City of Mobile, Alabama Building Services Department

October 15, 2023

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INVITATION TO BID

You are invited to submit a sealed bid for the following Service Contract:

PROJECT NAME: PORTABLE TOILET'S MARDI GRAS 2024
PROJECT LOCATION: VARIOUS CITY OF MOBILE
LOCATIONS PROJECT NUMBER: PS-001-24

All as described in the Specifications (Documents) prepared by the City of Mobile, Building Services Department.

I. BID DATE:

- A. Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until 2:00 P.M., Wednesday, November 1st, 2023 in the office of the City Clerk, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Ninth floor, Room 908.
- B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 P.M. November 1st, 2023 in the Atrium Lobby of Government Plaza, 205 Government St., Mobile, Alabama.

li. BID DOCUMENTS AND SPECIFICATIONS:

A. The Project Manual, including all Bid Documents and Specifications, may be obtained from the City of Mobile's website: <u>www.cityofmobile.org/bids</u>. No deposit will be required.

lii. BID SECURITY: (Required only if Total Bid is \$10,000 or more)

- Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid Bond in the amount of 5% of the Bid Amount but in no event more than \$10,000, is required to accompany bid.
- B. Bid Bond shall be valid for a minimum of 60 days from the date of the Bid.

liii. PRE-BID CONFERENCE

A. There will not be a pre-bid conference. All requests for information (RFIs) shall be directed in writing to Chad Holm, Building Services Project Manager, at chad.holm@cityofmobile.org.

liv. IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS:

1. **BIDDING DOCUMENTS:**

- A. Bidders may obtain complete sets of Bid Documents and Specifications
 (Project Manual) from the City of Mobile's website: <u>www.cityofmobile.org/bids</u>.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents each other, shall examine the site and local conditions, and shall at once report to the Building Services Project Manager errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Building Services Project Manager at least three (3) calendar days prior to the date for receipt of Bids.
- C. Interpretations, corrections, and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on the Bid Form as set forth herein.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- C. Interlineations, alterations, and erasures must be initialed by the signer of the Bid.
- D. All requested Unit Prices and Allowances shall be bid and the Schedule of Values completely filled in.
- E. Addenda issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. **BID SECURITY**:

A Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid bond in the amount of 5% of the initial term (one year's) Bid Amount, but in no case more than \$10,000, is required to accompany Bid if Total Bid is \$10,000 or more. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The Owner reserves the right to retain the security of all Bidders until the successful D. Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

5. EXAMINATION OF DOCUMENTS AND SITE OF THE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Specifications, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

- Bid, Bid Security and other supporting data as specified shall be submitted in a sealed, opaque envelope, approximately 9" x 12" or larger and shall be marked on the outside with the words, *"Sealed Bid for PS-001-24 PORTABLE TOILETS MARDI GRAS 2024"*, along with the Bid Date, and Service Contractor's name, address, and City of Mobile license number.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete, or irregular is subject to rejection.
- C. It is the intent of the City to award a Contract to the lowest responsible and responsive Bidder, provided the Bid has been submitted in accordance with the

requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

D. The award shall be based on the lowest Total Base Bid as listed on the Bid Form.

9. **PROOF OF COMPETENCY OF BIDDER:**

A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

- A. The Standard Service Contract between City of Mobile and Service Contractor included herein shall serve as the Agreement between the City and Service Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Service Contract Administrator, the following items with the signed Agreement:
 - 1. Certificate of Insurance (original), along with all required endorsements
 - 2. Evidence of enrollment in the E-Verify program.
 - 3. Service Contractor's current company W-9 form and City of Mobile's Vendor Information Form
 - 4. Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide the Bond, Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Bond or Bid Check.

11. SOCIALLY AND ECONOMICALLY DISADVANTAGED EMPLOYMENT:

A. In Compliance with City of Mobile Ordinance No. 65-020, each bidder shall make every reasonable effort to have at least fifteen (15) percent of the total value of the Contract performed by qualified socially and economically disadvantaged Service Contractors, Professionals, or individuals.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Service Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Service Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) SERVICE CONTRACTORS:

- A. Preference to Resident Service Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Service Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

15. LOCAL PREFERENCE AWARDS

- A. The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:
 - 1) The Competitive Bid Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with a value of \$15,000 or more, and for the lease of personal property where the terms of the lease require payment of \$15,000 or more.
 - 2) State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
 - 3) Resident Responsible Bidders The City may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.
 - 4) Foreign Entities A foreign entity is a business that does not have a place of business within the State.
 - 5) Preference for Resident Responsible Bidders against Foreign Entities The City may award a bid to a responsible bidder with a place of business within the city or its police jurisdiction if the bid is not more than 10% more than the apparent lowest responsible bid submitted by a Foreign Entity.
 - 6) Preference for Disadvantaged Businesses The City may award a bid to a "qualifying" responsible bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a "qualifying" responsible bidder is: (1)a woman-owned enterprise; (2) an enterprise of small business, as defined in Section 25-10-3; (3) a minority owned business enterprise; (4) a veteran-owned business enterprise; or (5) a disadvantaged-owned

business enterprise.

B. Summary of Preferences:

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the city. Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama. A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest bidder that does not have a place of business in Alabama.

C. City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

D. "Place of Business":

The City considers a "place of business" to be a specific location actually occupied, either continually or on a regular basis, by the owner or someone in the owner's employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity's "place of business," such as an individual's home or residence, or an agent's or attorney's office who may represent multiple parties out of that specific location, do not qualify as a "place of business" for these purposes.

E. "Owned"

Means 51% or greater active ownership by a person or persons of the designated preference category.

F. Questions to be answered by all vendors (regardless of whether intending to claim a preference):

- 1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
- 2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
- 3) Should the City consider your business: woman-owned, a small business, minorityowned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

16. ALABAMA IMMIGRATION ACT

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012 - 491), requires that Service Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Service Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City.

17. PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

- A. Per State of Alabama Code, Section 41-16-5 (b), (Act No. 2016-312), subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- B. (c) (1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.
- C. This section does not apply to contracts with a total potential value of less than fifteen thousand dollars (\$15,000).
- D Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

18. CITY OF MOBILE BUSINESS LICENSE

A. City of Mobile Business License is required and must be current at time of bidding.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box I827, Mobile, AL, 36633-1827

PROJECT NAME: PORTABLE TOILETS MARDI GRAS 2024

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: PS-001-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated October 15, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME:

ADDRESS:_____PHONE_____

CITY OF MOBILE BUSINESS LICENSE NUMBER:

CITY OF MOBILE VENDOR NUMBER: _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: __

(Note: The Secretary of State of Alabama Account Number shall be filled in only by non-resident bidders)

(Check one) [] (A Corporation) [] (A Partnership) [] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 - Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The duration of the Contract shall extend for one (1) Mardi Gras season from the date of the Notice to Proceed.

The City of Mobile shall have the right to extend the Contract at the end of the term at the rates listed on the Schedule of Values, for a period not to exceed Thirty (30) calendar days.

BASE BID (One Term) – A specified in section 01000 – Scope of Work

Provide One Hundred Twelve (112) standard portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

\$_____ per unit x 112 units = \$_____

Provide Nineteen (19) ADA accessible portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

\$_____ per unit x 19 units = \$_____

Provide Eleven (11) Handwashing Stations for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

\$_____ per unit x 11 units = \$_____

Provide Eighty-Seven (87) standard portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

\$____ per unit x 87 units = \$____

Provide Nine (9) ADA accessible portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

\$_____ per unit x 9 units = \$_____

Provide Eleven (11) Handwashing Stations for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

\$____ per unit x 11 units = \$____

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total All Locations):

(Amount in Words)

& 00/100 Dollars

. 00)

(Amount in Numbers)

<u>(\$</u>

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

One (1) Standard portable toilet for Twenty (20) days, Thursday, January 25, 2024, 1 Wednesday, February 13, 2024:	per unit
One (1) ADA accessible portable toilet for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:	per unit
One (1) Handwashing Station for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:	per unit
One (1) Standard portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:	\$ per unit
One (1) ADA accessible portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:	per unit
One (1) Handwashing Station for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:	\$ per unit

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:

Addendum Number	, Dated
Addendum Number	, Dated
Addendum Number	, Dated

- 2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.
- **3. NON-DISCRIMINATION:** The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.
- **4. REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

Public Service Portable Toilets Mardi Gras 2024 PS-001-24

A.	Company Address: Telephone: Type of Work:	Email:	
B.	Company Address: Telephone: Type of Work:	Email:	
C.	Company Address: Telephone:		

5. **SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the

company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:		
	(Typed)	
BY:		
	(Signature of Company Officer)	
COMPANY OFFICER:		
	(Typed)	
TITLE		
	(Typed)	
DATE	, 20	
	BID FORM	

Sworn to and subscribed before me this	day of 20

Notary Public

END OF SECTION



OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form. Via emai: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

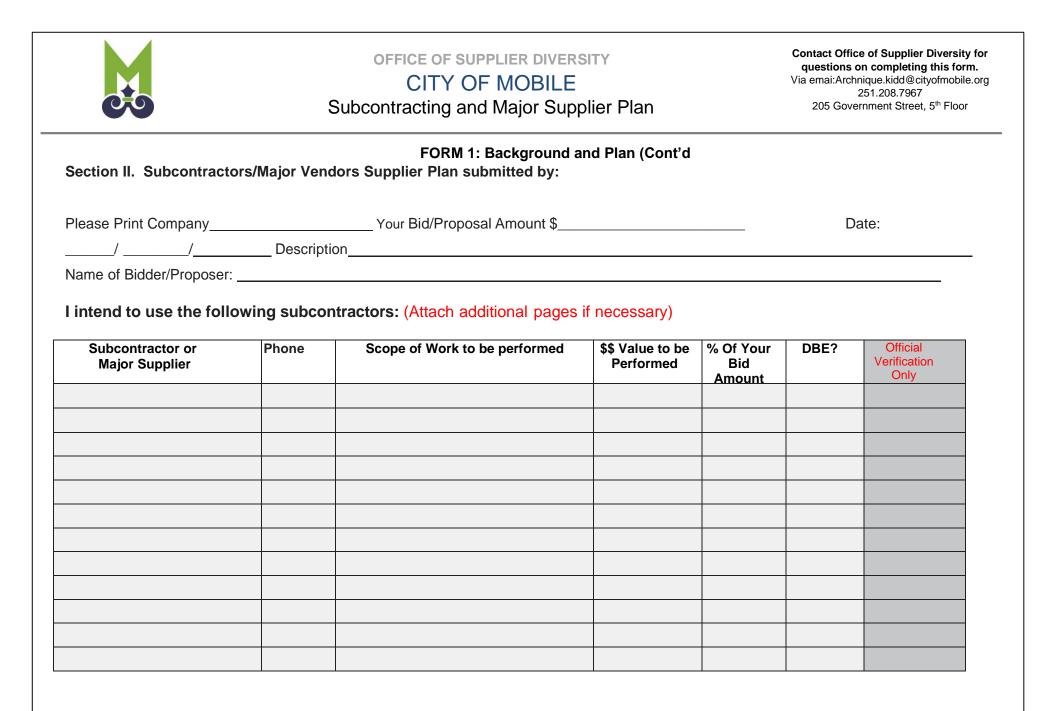
Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 5th Floor

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?					
Work force demographics	Male	Female	Minority	Non-minority	SDVO
	Total #of Emp	loyees			
Subcontractor/Major Supplier P	lan submitted	l by:			
Printed Name:					
Signature:			Date:		
Title:					
The following employee will be dea for DBE participation and maintena	signated as the	DBE Liaison for	all communication		ion including documentation
Name:		Title	9:		
Email:		Pho	one:		





OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:

Contact Person: _____ 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 (□)	NO (□)	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 Section2(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.

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this ______day of ______, in the year 20_____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the SERVICE CONTRACTO Address: Phone Number: City of Mobile License Number: City of Mobile Vendor Number:)R:					
for the following PROJECT:						
PROJECT NAME:	PORTA	ABLE	TOILETS	MARDI	GRAS	2024
PROJECT LOCATION:	VARIO	US CI	TY OF MOI	BILE LOC	ATIONS	

PROJECT NUMBER: PS-001-24

County of Mobile City of Mobile, Alabama

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

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide portable toilet units at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of the Scope of Work.

The City of Mobile shall have the right to extend the Contract at the end of the term at rates listed on the Schedule of Values, for a period not to exceed thirty (30) calendar days

ARTICLE 3. Contract Sum:

3.1 The City of Mobile shall pay the Service Contractor for the Term of the Contract, subject to additions and deductions provided herein, in current funds, the sum as follows:

Total Contract Sum (Total All Locations - One Term):

(Amount in Words)		
& 00/100 Dollars	<u>(</u> \$	(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

3.2 Schedule of Values (One Term):

Provide One Hundred Twelve (112) standard portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

\$_____ per unit x 112 units =\$_____

Provide Nineteen (19) ADA accessible portable toilets for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

\$_____ per unit x 19 units =\$_____

Provide Eleven (11) Handwashing Stations for Twenty (20) days, Thursday, January 25, 2024, to Wednesday, February 13, 2024:

\$_____ per unit x 11 units =\$ _____

Provide Eighty-Seven (87) standard portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

\$_____ per unit x 87 units =\$_____

Public Service Portable Toilets Mardi Gras 2024 PS-001-24

Provide Nine (9) ADA accessible portable toilets for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

\$_____ per unit x 9 units = \$_____

Provide Eleven (11) Handwashing Stations for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:

\$____ per unit x 11 units =\$____

\$_____. 00

Total Amount All Locations:

(Amount in Words)

3.3 Unit Prices:

UNIT PRICES – for Additional Units outside the scope of Basic Services, the following total rates shall apply.

One (1) Standard portable toilet for Twenty (20) days, Thursday, January 25, to Wednesday, February 13, 2024:	,	_ per unit
One (1) ADA accessible portable toilet for Twenty (20) days, Thursday, Janu 25, 2024, to Wednesday, February 13, 2024:	-	_per unit
One (1) Handwashing Station for Twenty (20) days, Thursday, January 25, 2 to Wednesday, February 13, 2024:		_ per unit
One (1) Standard portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:		per unit
One (1) ADA accessible portable toilet for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:	\$	per unit
One (1) Handwashing Station for Six (6) days, Friday, February 9, 2024, to Wednesday, February 13, 2024:	\$	per unit

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

- **4.1** The City shall pay the Service Contractor on account of the Contract as follows:
 - **A.** Payments shall be made on a monthly basis, for completed work as specified.
 - **B.** Original invoices shall be delivered to the Service Contract Administrator for review and approval.
 - **C**. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

- **5.1** The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.
- **5.2** The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City of Mobile, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1.	Bid Form and Subcontracting and Major Supplier Plan	10 pages
2.	This Instrument (Agreement)	9 pages
3.	General Conditions	9 pages
4.	Scope of Work	2 pages
5.	Exhibit A – List of Services	4 pages
6.	Exhibit B – Parade Schedule	2 pages

7.	Exhibit C – Locations Map	1 page
8.	E-Verify Documentation	2 pageS
9.	W-9 Form – Request for Taxpayer Identification Number and Certification	1 page
10.	City of Mobile Vendor Form	1 page
11.	Certificate of Insurance with endorsements	1 page
12.	Secretary of State Documentation	1 page

ARTICLE 7. Insurance:

- 7.1 Required coverage:
- 7.1.1 For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured,* and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:
 - **A.** General Liability Insurance public liability including premises, products and complete operations.
 - **1.** Bodily injury liability:

\$250,000 each person

\$500,000 each occurrence

2. Property damage liability - \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - \$500,000 per occurrence

- **B.** Comprehensive Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - **1.** Bodily injury liability:

\$250,000 each person

\$500,000 each occurrence

2. Property damage liability \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)

- **3.** Bodily injury and property damage combined \$500,000 per occurrence
- **C.** Workers' Compensation/Employer's Liability: (when required by statute)
 - **1.** Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate, and this sentence, shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

7.1.2 Certificate of Liability Insurance Endorsement Page

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the

further event that the City of Mobile 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, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which the City of Mobile 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.

- 8.2 Indemnification: Service Contractor agrees to indemnify and hold the City of Mobile, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City of Mobile is alleged to be liable. In the event that the City of Mobile, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of the costs of defense incurred by the City of Mobile, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. 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 Service Contractor or the City of Mobile, and these defenses and matters may be raised on behalf of the City of Mobile in any action or proceeding arising under this Agreement.
- **8.3** Entire Agreement: This Agreement 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.
- **8.4** Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- **8.5** Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.
- **8.6** No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City of Mobile but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City of Mobile may from time to time request, to indicate that it is an independent contractor. The City of Mobile does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are

performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

- **8.7** Anti-discrimination: Service 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- **8.8** 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.
- **8.9** State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- **8.10** Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further 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 9. Signature:

IN WITNESS WHEREOF, the parties to these presents 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 Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile	SERVICE CONTRACTOR:
Signature <u>William. S. Stimpson</u> Mayor, City of Mobile	Signature Printed Name and Corporate Title
ATTEST:	(Corporate Seal if applicable) ATTEST:
City Clerk	Signature
Cassie Boatwright, Director Real Estate Asset Management	Printed Name and Title END OF SECTION

Signature



Date





END OF SECTION

CITY OF MOBILE, AL VENDOR INFORMATION FORM

Company Information:	
1. City Vendor Number:]
2. Name of Company:	
3. Company D.B.A. Name, if any:	
4. Mailing Address:	5. Remittance Address:
6. Telephone:	7. Fax
8. Main Email:	
Primary Contact:	
9. Contact Name and Title:	
10. Contact Phone:	11. Contact Fax:
12. Contact Email:	
Alternate Contact (if applicable):	
13. Alt. Contact Name and Title:	
14. Alt. Contact Phone:	15. Alt. Contact Fax:
16. Alt. Contact Email:	-
City of Mobile Business License Information:	•
17. City of Mobile Business License No. (if required):	

Please attach additional sheets if necessary.

Form **W–9** (Rev. December 2011) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above	
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership	p) ► Exempt payee
Address (number, street, and apt. or suite no.) Re City, state, and ZIP code Re	equester's name and address (optional)
your TIN in the appropriate box. The TIN provided must match the name given on the "Name" lin oid backup withholding. For individuals, this is your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> n page 3.	
. If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.	Employer identification number
	Check appropriate box for federal tax classification: □ Individual/sole proprietor □ C Corporation □ S Corporation □ Partnership □ Trustication □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership □ Other (see instructions) ► Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional) t1 Taxpayer Identification Number (TIN) your TIN in the appropriate box. The TIN provided must match the name given on the "Name" lipid backup withholding. For individuals, this is your social security number (SSN). However, for a cent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> n page 3. If the account is in more than one name, see the chart on page 4 for guidelines on whose

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ►		Date ►	
	d.d. perdent			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

An individual who is a U.S. citizen or U.S. resident alien,

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

INSURANCE REQUIREMENTS

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

- A. Workers Compensation/Employer's Liability:
 - 1. Workers Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
 - 2. Employers Liability with limits of not less than:

	Bodily Injury by Accident	\$1,000,000 each accident
	Bodily Injury by Disease	\$1,000,000 policy limit
	Bodily Injury by Disease	\$1,000,000 each employee
,	$\mathbf{D}_{\mathbf{r}}$	

- 3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- B. Comprehensive General Liability Insurance:
 - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - 2. Limits of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - 3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

- 1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/ Umbrella Liability Insurance
 - 1. Provide following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

<u>The policy endorsements listed below are required and must be listed in the "Description</u> of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

<u>Waiver of Subrogation</u> - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

<u>Additional Insured</u> - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

<u>Certificates of Insurance – General</u> - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.

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END OF SECTION

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GENERAL CONDITIONS

1. **GENERAL REQUIREMENTS:**

- A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- **B.** The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- **C. The Work:** The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- **D.** The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- **F.** The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- **G. Correlation and Intent of the Contract Documents**: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Real Estate Asset Management Department, Director.

3. THE SERVICE CONTRACTOR:

- A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- **B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- **C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- **D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- **E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- **F.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- **G.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- **H.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- I. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- J. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish,

tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

- K. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- L. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

- **A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- **B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- **B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS**:

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

- **B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- **C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made on a monthly basis, for completed work as specified.
 - 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

- **A.** The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- **B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- **C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- **D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- **E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- **F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- **A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 1) Claims under workers' compensation, disability benefit and other
 - similar employee benefit acts that are applicable to the Work to be performed
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
 - 4) Claims for damages insured by usual personal injury liability coverage;
 - 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7) Claims for bodily injury or property damage arising out of completed operations; and
 - 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.
- **B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.
 - 1) Worker's Compensation and Employer's Liability:

Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises productcompleted operations) for limits of liability not less than:

a) Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single limit and
	Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any

loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.
- 3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury and	\$1,000,000 combined single limit
	Property Damage

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- **C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

- **E.** The insurance required by Section 2 shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's negligent acts or omissions during the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- **A**. The Contract shall be governed by the laws of the State of Alabama.
- **B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- **C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- **D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- **E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- **F.** Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- **G.** Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City

License at the time of Bidding.

- I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- **K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. The Owner may terminate the Contract for cause if the Service Contractor
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- **B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- **C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- **D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- **A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- **B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the

Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

- **C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- **D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

SECTION 001000

SCOPE OF WORK PORTABLE TOILETS MARDI GRAS 2024

Scope of Services:

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and maintain Portable Toilets and Handwashing Stations at Various Locations for the 2024 Mardi Gras Season as listed under Exhibit A, Locations, in accordance with the terms of this Contract.

1. General:

- A. Coordinate all work with the Building Services Project Manager
- **B.** Furnish and maintain toilet paper in all units at all times.
- **C.** Furnish and maintain soap/gel or alcohol/gel and cleaner dispenser in all units at all times.
- **D.** Furnish and maintain soap, water, and paper towels in the dispensers in all handwashing units at all times.
- **E.** Furnish best portable units available, necessary chemicals and cleaning agents to keep units clean and free of odor.
- **E.** Portable toilets shall not be placed near storm drain inlets nor fire hydrants. Maintain Twenty-Five (25) feet minimum distance unless otherwise directed by Service Contract Administrator.
- **F.** Exact location of all portable toilets and handwashing stations to be determined by the Building Services Project Manager

2. Scheduling:

- **A.** Schedule installation of units with the Building Services Project Manager Provide minimum 24 hours advance notice.
- **B.** Install, service and remove all portable toilets in a careful manner with all necessary consideration for neighbors and the public. Avoid interference with the use of and passage to and from adjacent buildings and facilities.
- C. Portable toilets are to be serviced daily with chemicals and toilet paper shall be provided. All portable toilets shall be serviced twice on January 25 February 13, 2024. One (1) additional spot check shall be performed on February 13, 2024 and serviced as required.
- **D.** All portable toilets shall be in place for public use, in accordance with the attached List of Services (Exhibit A). All units shall be completely removed from all locations no later than February 29, 2024.

3. Cleaning:

- **A.** Service each unit when specified by pumping out contents of portable units, cleaning interior of units and replenishing paper supplies, etc. Units are to be serviced with chemicals accepted in the industry.
- **B.** At the end of the period specified, toilets are to be picked up and the site cleared of any debris from the use of the facility. Leave site in a neat and orderly condition.

Additional Services:

The City of Mobile may, during the term of this Agreement, request for Additional Services to add units: Standard, Handicapped Accessible, and Handwashing Stations to additional locations, as needed.

END OF SECTION

1.11 Miscellaneous

1.11.1. All inquiries should be directed to:

Chad Holm City of Mobile Building Servcies Project Manager 205 Government Street, 5th Floor, South Tower, Room 543 Mobile, AL 36602 251.208.7519 chad.holm@cityofmobile.org

END OF SECTION

EXHIBIT A PORTABLE TOILETS MARDI GRAS 2024 LIST OF SERVICES

- Item #1 Provide the follow units for dates January 25th February 13th, 2024. 112 Standard, 19 ADA, and 11 Handwashing Stations as follows:
 - 1. Four (4) standard units on Claiborne Street near center gate of Civic Center Parking Lot Fence.
 - 2. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station near center of brick wall on the Southeast corner of Civic Center Parking Lot at Canal and Claiborne Streets.
 - 3. Four (4) standard units and One (1) ADA unit near Street Car Shelter on Claiborne Street near Civic Center.
 - 4. Two (2) standard units on outside wall of Church Street Cemetery at Library Pump House.
 - 5. Four (4) standard units at Southeast corner of Government and South Lawrence Streets.
 - 6. Three (3) standard units at Northeast corner of Conti Street and Broad Street.
 - 7. Nine (9) standard units, One (1) ADA unit, and One (1) handwashing station at Spanish Plaza.
 - 8. Sixteen (16) standard units, Four (4) ADA units, and Two (2) handwashing stations at Bienville Square on the northeast corner of Conception Street and St. Francis Street.
 - 9. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station on North side of Wallace Tunnel Ventilation Building.
 - 10. Three (3) standard units and One (1) ADA unit on North side of Theater Street just east of Fort Conde Charlotte House Fence.
 - 11. Three (3) standard units at City Parking Lots on Church Street and South Conception St.
 - 12. Six (6) standard units on the East Side of Fort Conde parking lot between chain link fence and Service Road.
 - 13. Two (2) standard units, One (1) ADA unit, and One (1) handwashing station at Library Administrative Offices, 702 Government Street.
 - 14. Three (3) standard units, One (1) ADA unit, and One (1) handwashing station on the east side of North Jefferson St. at Spring Hill Avenue.
 - 15. Three (3) standard units and One (1) ADA unit at parking lot at 900 St. Anthony Street.

- 16. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on Bayou Street side of Ryan Park across from Ryan Tower.
- 17. Two (2) standard units at Omega Psi Phi Fraternity House, 57 North Broad Street.
- 18. Two (2) standard units at Joachim Street Parking Lot, Joachim and Church Street.
- 19. Two (2) standard units at Southeast corner of Broad Street and Canal Street.
- 20. Four (4) standard units at vacant lot on Broad Street and Dauphin Street.
- 21. Three (3) standard units at CVS Building north side of Building at Government and Broad Street.
- 22. Three (3) standard, Three (3) ADA units, and One (1) handwashing station at Texas St. Park near Band and Floats.
- 23. Five (5) standard units at McDonald's east sidewalk, 658 Government Street.
- 24. Two (2) standard units and One (1) handwashing station at Police Commander's unit, 109 South Cedar St.
- 25. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Cathedral Square on Southwest corner of North Claiborne Street and Conti Street.
- 26. Two (2) standard units at Olensky Brothers, corner of South Royal Street and Conti Street.
- 27. Two (2) standard units at Life-Line Church on 106 South Broad Street.
- Item # 2: Provide the follow units for dates February 9th February 13th, 2024. 87 Standard, 9 ADA, and 11 Handwashing Stations
 - 28. One (1) standard unit and One (1) ADA unit on the northwest corner of Spring Hill Avenue and North Pine Street.
 - 29. Two (2) standard units on vacant lots on Ryland Lane off Dr. Martin Luther King, Jr. Avenue.
 - 30. Two (2) standard units on Maple Street at Dr. Martin Luther King, Jr. Avenue.
 - 31. Two (2) standard units at Stewart Memorial Church, 1266 Dr. Martin Luther King, Jr. Avenue parking lot.
 - 32. Two (2) standard units at 650 St. Francis Street.
 - 33. Three (3) standard units and one (1) ADA unit at intersection of Congress and Dearborn Streets near YMCA at 321 North Warren Street.

- 34. Three (3) standard units on vacant lot on corner of Congress Street and Lexington Avenue (place near fence).
- 35. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Hodges Funeral Home, 701 Dr. Martin Luther King, Jr. Avenue.
- 36. Six (6) standard units, One (1) ADA unit, and One (1) handwashing station at Mammoth Hall, Congress and Washington Avenue.
- 37. Two (2) standard units at Cathedral Square (add to existing units)
- 38. Three (3) standard units at 809 Government Street
- 39. Three (3) standard units to southwest corner of Canal Street and Broad Street.
- 40. Two (2) standard units at corner of Lexington Avenue and St. Stephens Road.
- 41. Four (4) standard units at Springhill Recreation Center, 1151 Spring Hill Avenue.
- 42. Three (3) standard units at Church Street and South Broad Street.
- 43. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station on the Southwest corner of Canal Street and South Claiborne Street.
- 44. Four (4) standard units, One (1) ADA units, handwashing station at North Lawrence Street and Congress Street.
- 45. Five (5) standard units and One (1) handwashing station at corner of Dr. Martin Luther King, Jr. Avenue and Clay Avenue.
- 46. Two (2) standard units at York Barber Shop (Dr. Martin Luther King, Jr. Avenue.)
- 47. Two (2) standard units at Canal Street and South Warren Street.
- 48. Four (4) standard units, One (1) ADA unit, and One (1) handwashing station at Lincoln Square Parking Lot, 880 Dr. Martin Luther King, Jr. Avenue.
- 49. Two (2) standard units at Mt. Olive Church, 409 Lexington Street.
- 50. Four (4) standard units and One (1) handwashing station at Rehobaom Missionary Church on Springhill Avenue.
- 51. Two (2) standard units at corner of St. Stephens Road and Rylands Street.
- 52. Two (2) standard units at northeast corner of Government Street and Marine Street.
- 53. Five (5) standard units, One (1) ADA unit, and One (1) handwashing station for Fort Conde

Kid's Day.

- Item # 3 Provide the follow units for Sunday, February 19, 2023, Joe Cain Day (run) only:54. Three (3) standard units and One (1) ADA unit at Canal Street and South Broad Street
 - 55. Three (3) standard units, One (1) ADA unit, and One (1) handwashing station at corner of South Broad Street and Augusta Street
 - 56. All Six (6) standard units and Two (2) ADA units will be relocated after the Joe Cain Run per Service Contracts Administrator's direction.
 - 57. Three (3) standard units and one (1) ADA unit at Warren Street and State Street
 - 58. Three (3) standard units along the North median on Canal Street, just East of the "Ice Box" and West of Scott Street.
 - 59. Two (2) standard units under I-10 ramp at Water Street and Monroe Street (MPD Mardi Gras Impound Lot).

NOTE – These locations and quantities are subject to change. The City of Mobile will make every attempt to supply the Service Contractor with updated information on any changes to parade routes and unit locations. Service Contractor is required to respond and make necessary changes upon receipt of change. All units must be removed by February 29th, 2024.

END OF SECTION

Public Service Portable Toilets Mardi Gras 2024 PS-001-24

EXHIBIT B

SERVICE CONTRACT – PORTABLE TOILETS MARDI GRAS 2024

2024 PARADE SCHEDULE

Friday, January 26 6:30 p.m. - Conde Cavaliers (Mobile, Route A)

Saturday, January 27 2 p.m. - Bayport Parading Society, Mystic DJ Riders (Mobile, Route A) 6:30 p.m. - Pharaohs, Conde Explorers (Mobile, Route A)

Thursday, February 1 6:30 p.m. - Order of Polka Dots (Mobile, Route A)

Friday, February 2 6:30 p.m. - Order of Inca (Mobile, Route A)

Saturday, February 3 (Senior Bowl) 1 p.m. - Mobile Mystics, Mobile Mystical Revelers, Mobile Mystical Friends (Mobile, Route A) 6:30 p.m. - Maids of Mirth (Mobile, Route G), Order of Butterfly Maidens, Krewe of Marry Mates, Order of Hebe (Mobile, Route A)

Sunday, February 4 6:30 p.m. - Neptune's Daughters, Order of Isis (Mobile, Route A)

Monday, February 5 6:30 p.m. - Order of Venus, Miracle On the Bay, Order of Many Faces (Mobile, Route A)

Tuesday, February 6 6:30 p.m. - Order of LaShe's; Order of Olympia (Mobile, Route A)

Thursday, February 8 6:30 p.m. - Mystic Stripers Society (Mobile, Route A)

Friday, February 9 6:30 p.m. - Crewe of Columbus, Krewe de Secondline (Mobile, Route A)

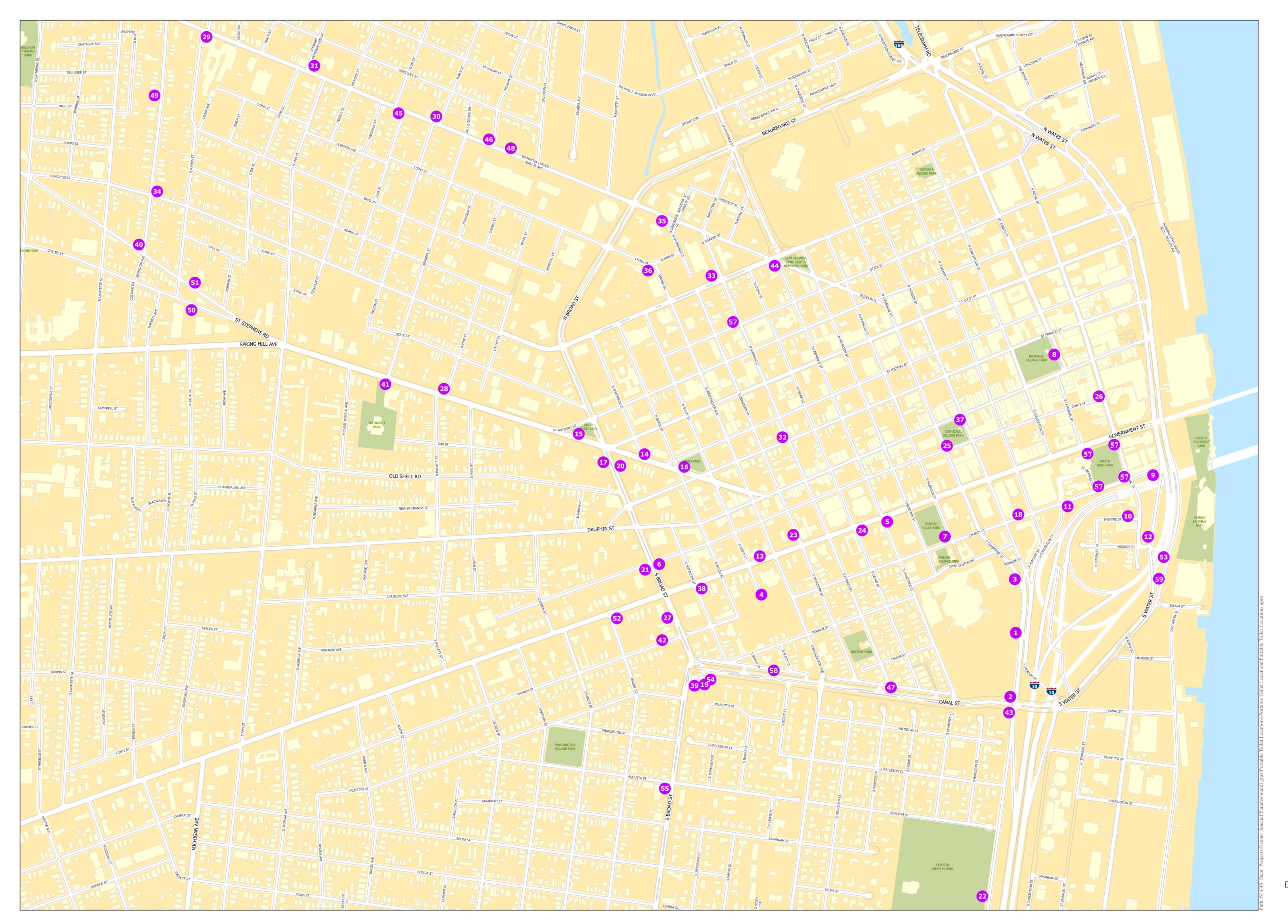
Saturday, February 10 Noon - Floral Parade, Knights of Mobile, Mobile Mystical Ladies, Order of Angels, Joy of Life (Mobile, Route A) 5:45 p.m. - Mystics of Time (Mobile, Route H)

Sunday, February 11 (Joe Cain Day, Super Bowl) 2 p.m. - King Elexis I Motorcade (Mobile, Route E) 2.30 p.m. - Joe Cain Procession (Mobile, Route A) 5 p.m. - Le Krewe de Bienville (Mobile, Route A) Public Service Portable Toilets Mardi Gras 2024 PS-001-24

Monday, February 12 (Lundi Gras) Noon - King Felix III, Floral Parade (Mobile, Route A) 3 p.m. - MLK Business and Civic, MLK Monday Mystics, Northside Merchants (Mobile, Route D) 7 p.m. - Infant Mystics, Order of Doves (Mobile, Route F)

Tuesday, February 13 (Fat Tuesday)

10 a.m. - Order of Athena (Mobile, Route A)
12:30 p.m. - Knights of Revelry, King Felix III, Comic Cowboys (Mobile, Route A)
2 p.m. - MAMGA Mammoth Parade (Mobile, Route B)
6 p.m. - Order of Myths (Mobile, Route C)





PORTABLE TOILET LOCATIONS



Portable Toilet Locations Paved Edge Buildings Parks Water

500 US Feet

Create Date: 12/1/2021