AGENDA
MOBILE CITY COUNCIL MEETING

Wednesday, November 17, 2021, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Rev. Leroy Lumpkin, Berean Baptist Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

   November 9, 2021

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Mary Elizabeth Snow for a waiver of the Noise Ordinance at 2505 River Forest Road on December 18, 2021, from 6:00 p.m. - 10:00 p.m. (District 3).

   Request of Thomas Ray Bryant, Sr., DHS All Class Alumni, for a waiver of the Noise Ordinance at Cooper Riverside Park on November 27, 2021, from 12:00 p.m. - 6:30 p.m. (District 2).

   Appeal of Keith Knizley regarding the ARB's denial of his application to install vinyl windows at 415 Flint Street (District 2).

10. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

    Events Mobile

    Reggie Hill

11. ORDINANCES HELD OVER

64-035 Rezone property located at 1490 Telegraph Road from R-1 to I-2 (District 2).

38-038 Ordinance to amend and restate Section 38-41(b) and Section 38-50 of the Mobile City Code regarding the appointment of Municipal Court Judges (sponsored by Councilmember Daves) (submitted by Chris Arledge, Council Attorney).

12. CONSENT RESOLUTIONS HELD OVER

40-986 Declare the structure at 1162 Congress Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

13. RESOLUTIONS HELD OVER

03-584 Reappoint Karlos F. Finley as a part-time judge of the Mobile Municipal Court (sponsored by City Council).

03-585 Reappoint Robert Adams "Bucky" Thomas as a part-time judge of the Mobile Municipal Court (sponsored by City Council).

08-1007 Approve purchase order to Insight Public Sector for 65 refurbished HP computers for MPD, $42,164.85 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Agent).

08-1008 Approve purchase order to Vector Solutions Inc. for annual training and equipment management software and services, $49,221.33 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Agent).

08-1009 Approve purchase order to Knox Associates Inc. for 43 Knox KeySecure 6 key boxes for MFRD, $46,976.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Agent).

08-1010 Approve item based bid for unleaded and diesel fuel (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Agent).

08-1011 Approve purchase order to Jacob's Technology, Inc. for Cyber Network Analysis Upgrades, $878,660.12 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Agent).

08-1012 Approve purchase order to Petroleum Traders Corp. for the WAVE Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Agent).

21-1013 Authorize contract with Pension Technology Group for software services for Police & Firefighters Retirement Plan, $150,000 a year for 5 years (sponsored by Mayor Stimpson) (submitted By Bob Holt, Exec. Director of

Finance).

21-1014 Authorize contract with Dell Consulting, LLC for Railway Corridor Sprinkler Piping (consulting services) at the Arthur R. Outlaw Convention Center; $32,600.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Management Dept).

31-1015 Update the American Rescue Plan for Tourism Assistance (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

60-1016 Approve Settlement Agreement and Release of Claims - Lightfoot (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1017 Resolution fixing the salaries of full-time and part-time Municipal Court Judges (sponsored by Councilmember Daves) (submitted by Chris Arledge, Council Attorney).

21-1019 Authorize two non-exclusive contracts with Tetra Tech, Inc., and Thompson Consulting Services to provide on request post-disaster debris removal monitoring and consulting services (sponsored by Mayor Stimpson) (submitted by Flo Kessler, Legal Department).

14. CONSENT RESOLUTIONS BEING INTRODUCED

31-1020 Authorize a grant application to the Alabama Transportation Rehabilitation and Improvement Program II (ATRIP) FY 2022 grant from ALDOT; $2,000,000.00 (no match) (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

03-1026 Appoint Haley Van Antwerp to the Mobile Museum of Art Board (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

15. RESOLUTIONS BEING INTRODUCED

01-1021 Authorize 2021-2022 South Alabama Regional Planning Commission SAIL contract (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

08-1022 Approve purchase order to Ward International Trucks, LLC for two 2022 International Tandem Axle Dump Trucks; $283,974.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1023 Authorize contract with Speaks & Associates Consulting Engineers, Inc., for Woodcock Drainage Repairs CEI (Airport Boulevard to U.S.90); COM Project No. 2017-3005-11 (D#5); $44,000.00 (sponsored by Councilmember Daves & Mayor Stimpson), (submitted by Nick Amberger, Engineering Dept.).

21-1024 Authorize contract with E. Cornell Malone Corp for Hurricane Roof Repairs (Hurricane Sally) at the Mobile Civic Center Arena; $108,350.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Management Dept).

21-1025 Authorize contract with Technology Integration Group for remote and onsite engineering support on computer network security architecture and configuration; $25,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Department).

16. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	11/15/2021 - 3:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	11/12/2021 - 8:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	11/10/2021 - 12:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/17/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Gauthier, Lana	Approved	11/10/2021 - 2:13 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	11/15/2021 - 10:53 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Gauthier, Lana	Approved	11/10/2021 - 12:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	11/15/2021 - 9:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Funding Source

Project #		**Discretionary Funds**
Project String		**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**	
Grant Funds		**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	9/16/2021 - 11:35 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Daves

Funding Source

Project #		**Discretionary Funds**
Project String		**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**	
Grant Funds		**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	11/4/2021 - 11:17 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/2/2021

Funding Source

Project # 1162 Congress Street - ME-139-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	10/28/2021 - 8:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	7/22/2021 - 10:10 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/17/2021

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	7/22/2021 - 10:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Insight Public Sector Inc for 65 refurbished HP 800 Elitedesk computers for MPD.

General fund.

Amount of Contract:

$43,164.85

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20211029 Insight Agenda Package POs	Cover Memo	10/29/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	11/4/2021 - 1:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
725	2022	(1530) POLICE ADMINISTRATIVE SERVICES	65 REFURBISHED HP ELITEDESK COMPUTERS FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$42,164.85	(296399) INSIGHT PUBLIC SECTOR

Adopted:

____
City Clerk

```
================================================================================
  Bill To                                  |         Requisition 00000725-00  FY 2022
  ACCOUNTS PAYABLE                         |         PO          22001149
  P O BOX 389                              |Acct No:
                                           |1000.30.15.1530.1530.1530.0000.0000.47010.
  MOBILE, AL                               |Review:
  36601                                    |Buyer:  9105fola
  vendorinvoices@cityofmobile.org          |Status: Converted                  Page 1
================================================================================
  Vendor                                       Ship To
  INSIGHT PUBLIC SECTOR                        POLICE HEADQUARTERS
  P O BOX 731072                               2460 GOVERNMENT STREET

                                               MOBILE, AL 36606
  DALLAS, TX 75373-1072




                                               Deliver To
                                               POLICE HEADQUARTERS
                                               2460 GOVERNMENT STREET

                                               MOBILE, AL 36606



--------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |         |
  Ordered     |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  10/11/21    |296399 |         |                     |POLICE ADMIN SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                         Qty     Unit Price     Net Price

    General Notes
    -------------


    PER OMNIA PARTNERS IT PRODUCTS & SERVICES #4400006644 AND YOUR QUOTATION
    NUMBER 224184102.
001 EQUIPMENT  COMPUTER,                        65.00      648.69000      42164.85
    USED/REFURBISHED:                            EACH
    Additional Description Notes
    -------------
    800 G3-MT/CORE I7-7700 3.6GHZ/16GB RAM/1TB SSD/DVDRW/WIN 10 PRO 64 BIT
    JOY1-5013-REF
    1 YEAR WARRANTY
    REFURB
    Vendor Item
    Inventory Item/Loc 15078

   1 1000.30.15.1530.1530.1530.0000.0000.47010.                        42164.85

    Ship To
    POLICE HEADQUARTERS
    2460 GOVERNMENT STREET
    MOBILE, AL 36606

    Deliver To
    POLICE HEADQUARTERS
    2460 GOVERNMENT STREET
    MOBILE, AL 36606
```

Requisition Link

```
================================================================================
  Bill To                                  |           Requisition 00000725-00  FY 2022
  ACCOUNTS PAYABLE                         |           PO          22001149
  P O BOX 389                              |Acct No:
                                           |1000.30.15.1530.1530.1530.0000.0000.47010.
  MOBILE, AL                               |Review:
  36601                                    |Buyer:  9105fola
  vendorinvoices@cityofmobile.org          |Status: Converted                 Page 2
================================================================================
  Vendor                                       Ship To
  INSIGHT PUBLIC SECTOR                        POLICE HEADQUARTERS
  P O BOX 731072                               2460 GOVERNMENT STREET

                                               MOBILE, AL 36606
  DALLAS, TX 75373-1072




                                               Deliver To
                                               POLICE HEADQUARTERS
                                               2460 GOVERNMENT STREET

                                               MOBILE, AL 36606


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship       |         |
  Ordered    |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  10/11/21   |296399 |         |                     |POLICE ADMIN SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                    Qty     Unit Price     Net Price
                              Requisition Total                    42164.85

     ***** General Ledger Summary Section *****
     Account                                             Amount  Remaining Budget
     1000.30.15.1530.1530.1530.0000.0000.47010.
                                                       42164.85
        POLICE ADMIN SERVICES EXP       EQUIPMENT (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                   Comment
     CCancelled10/22/21   ANNE FOLEY               GL Allocation changed
     Forward   10/12/21   JOHN PAINE               A
     Approved  10/22/21   DONNA MICHELE STANLEY    Auto approved by: 910516727
     Approved  10/22/21   DONALD ROSE              Approved by: 9105fola
     Approved  10/22/21   SANDRA LEWIS             Auto approved by: 910516727
     Approved  10/22/21   JOHN PAINE               Auto approved by: 910516727


              Authorized By: ___________________________  Date: _____________
                                  Signature
```

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

Act 2018-413 provides for certain exceptions to the Alabama Public Works Law. Omnia's contract for air conditioning and heating units and systems, which was awarded to Trane (RFP#15-JLP-023), has been approved for use under the provisions of Act 2018-413. This approval does **not** authorize installation or labor related thereto, which must be bid in compliance with Title 39.

November 30, 2020

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2021**. This approval authorizes the **purchase** of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/jcp

Insight PUBLIC SECTOR

Insight Public Sector, Inc.

Technology Products, Equipment, Services, and Solutions

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Products, Services, Solutions and Related Products and Services

Fairfax County, VA

Contract Number: 4400006644

3 year initial term, May 1, 2016 – April 30, 2019

Option to renew for (4) additional (1) year periods or any combination thereof

The contract is renewed for two (2) years, effective May 1, 2021 through April 30, 2023

Executive Summary

- Notice of Award w/Pricing
- Uniform Guidance

Contract Documents

- Contract 4400006644 Insight
- Contract Amendments
- Contract Amendment - Contract Renewal
- Manufacturers, Publishers & Suppliers

RFP Documents

- RFP 2000001701
- RFP 2000001401 Addendum 1
- RFP 2000001401 Addendum 2
- RFP 2000001401 Addendum 3
- RFP 2000001701 Posting Document

Response Evaluation

- AZ Compliance

REQUEST CONTRACT INFORMATION

Public Wi-Fi Case Study

County of Fairfax, Virginia

AMENDMENT

Date: 1/15/2021

AMENDMENT NO. 5

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Insight Public Sector, Inc. 6820 South Harl Avenue Tempe, AZ 85283	1000000125	4400006644

By mutual agreement, Contract 4400006644 is amended to renew for two (2) years at existing prices, terms and conditions, effective May 1, 2021 through April 30, 2023.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY: M Gaumond (Signature) SVP Connected Workforce IEI (Title)

Mike Gaumond (Printed) 1-7-21 (Date)

DocuSigned by:
Lee Ann Pender
E239B762E600465...

Cathy A. Muse, CPPO
Director/County Purchasing Agent
for

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
Omnia – deborah.bushnell@omniapartners.com

Contract Specialist Supervisor- Jamie Pun
ACS Team 1 – Cynthia Parker
Contractor – robert.crigler@insight.com
terry.rasconPritchard@insight.com

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

NOTICE OF AWARD

Date: **FEB 2 3 2016**

CONTRACT TITLE:	Technology Products, Services, Solutions, and Related Products and Services
CONTRACT NUMBER:	4400006644
RFx:	RFP2000001701
NIGP CODES:	20453, 20454, 20464, 20491, 20625, 20654, 20656, 20678, 20687, 20811, 20827, 83885, 91828, 92024, 92031, 92037, 92045, 92047
CONTRACT PERIOD:	May 1, 2016 through April 30, 2019
RENEWALS:	Four (4) optional one year renewals (or any combination of time equally not more than four years)
SUPERSEDES CONTRACT:	4400001195

CONTRACTOR:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE:
1000000125

Contact: Erica Falchetti
Telephone: (800) 467-4448 x3071
E-mail: Erica.Falchetti@insight.com

TERMS: Net 30 Days

FOB: Destination

PRICES: See https://www.insight.com/insightweb/welcome and the Attached Pricing Summary

DPSM CONTACT: Lonnette Robinson, Contracts Specialist Supervisor
Telephone: 703-324-3281; TTY: 711
Fax: 703-324-3228
E-mail: Lonnette.Robinson@fairfaxcounty.gov

ORDERING INSTRUCTIONS:
Any County Department may enter into FOCUS (Fairfax County Unified System) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold ($10k) will be routed to DPSM and a purchase order will be executed.

Lonnette Robinson

Lonnette Robinson
Contracts Specialist Supervisor

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tonya Mills/e
DIT – Ron Shoram/e
DPSM, ACS Team 1 – J. Waysome-Tomlin

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

PRICING SUMMARY

Cisco Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software	36%		36%
Learning Credits	0%		0%
Cisco Technical and Maintenance Services (SKU based)	8%		8%
Cisco / Insight Advanced / Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non-Incumbent	All
	16%	8%	28%

Publisher	Cost Plus %
Microsoft	3.50%

PRICING SUMMARY

Percent Discount from Insight Price List:

Product Category	Description	Discount %
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Printing/Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
	Printer Accessories	3.6%

PRICING SUMMARY

Product Category	Description	Discount %
Printing/Imaging	POS Scanners	3.6%
	POS Displays	3.8%
	POS Accessories	4.1%
Power Related	Power UPS	1.3%
	Power Surge Protectors	5.5%
	Power Data Center	3.0%
	Power Accessories	4.6%
Networking	Memory Networking	4.0%
	Network Video	2.8%
	Wireless LAN Accessories	3.1%
	Wireless Accessories	3.4%
	Repeaters & Transceivers	2.7%
	10/100 Hubs & Switches	1.5%
	Gigabit Hubs & Switches	2.4%
	KVM	4.1%
	Bridges & Routers	2.5%
	Intrusion Detection	2.9%
	Hardware Firewalls	2.7%
	Telephony	2.0%
	Network Adapters	2.9%
	Networking Accessories	4.5%
	Networking Warranties	2.8%
	Networking Communication	2.9%
	Network Testing Equipment	2.3%
Servers & Data Center	Memory Server	4.0%
	Servers 1 Processor	3.0%
	Servers 2 Processor	2.3%
	Servers 4+ Processor	2.4%
	Servers Tower	2.4%
	Servers Blade	2.8%
	Server Accessories	2.9%
	Servers Unix	2.1%
Storage & Data Management	Hard Disks Fibre Channel	2.7%
	Hard Disks IDE/ATA/SAT	6.2%
	Hard Disks Notebook	2.8%
	Hard Disks SCSI	2.5%
	Hard Disks External	2.7%
	Disk Arrays	2.8%
	Disk Arrays JBOD	2.8%
	Drives Removable Disk	3.4%

PRICING SUMMARY

Product Category	Description	Discount %
Storage & Data Management (cont.)	Tape Drives DLT	2.9%
	Tape Drives DAT	2.8%
	Drives Magneto-Optic	2.7%
	Tape Drives SDLT	2.8%
	Tape Drives LTO/Ultra	2.9%
	Tape Drives Travan	2.8%
	Tape Drives 4mm	2.8%
	Tape Drives 8mm/VXA	4.8%
	Tape Drives AIT	2.5%
	Tape Autoloaders DLT	2.3%
	Tape Autoloaders DAT	2.8%
	Tape Autoloaders LTO	2.3%
	Tape Autoloaders AIT	2.8%
	Optical Drives CD-ROM	2.5%
	Optical Drives CD-RW	2.7%
	Optical Drives DVD/CD	0.3%
	Optical Drives DVD-R	3.1%
	Optical Drives DVD-R	2.8%
	Adapters Fibre Channel	2.5%
	Adapters FireWire/US	1.2%
	Adapters IDE/ATA/SAT	3.2%
	Adapters RAID	2.5%
	Adapters SCSI	0.3%
	Storage NAS	2.3%
	Storage SAN	2.7%
	Storage Accessories	3.2%
	Media 4mm Tape	4.8%
	Media AIT Tape	4.5%
	Media Optical	4.7%
	Media DAT Tape	4.8%
	Media DLT Tape	4.2%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.2%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Software	Software Computer Security	2.8%
	Software Backup	2.8%
	Software Financial	2.8%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Software Spreadsheet	2.8%
	Software Business Application	2.8%
	Software Personal Organization	2.8%
	Software Cloning	2.8%
	Software Report Analysis	2.8%
	Software Handheld	2.8%
	Software Flow Chart	2.8%
	Software Word Processing	2.8%
	Software Barcode/OCR	2.8%
	Software CAD/CAM	2.8%
	Software Database	2.8%
	Software Web Development	2.8%
	Software Development	2.8%
	Software Collaboration	2.8%
	Software Graphic Design	2.8%
	Software Virtualization	2.8%
	Software Network OS	2.8%
	Software OS	2.8%
	Software Reference	2.8%
	Software Warranties	2.8%
	Software Utilities	2.8%
	Licensing Computer Security	2.0%
	Licensing Backup	2.0%
	Licensing Financial	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Business Application	2.0%
	Licensing Personal Organization	2.0%
	Licensing Cloning	2.0%
	Licensing Report Analysis	2.0%
	Licensing Handheld	2.0%
	Licensing Flow Chart	2.0%
	Licensing Word Processing	2.0%
	Licensing Barcode/OC	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Database	2.0%
	Licensing Web Development	2.0%
	Licensing Development	2.0%
	Licensing Collaboration	2.0%
	Licensing Graphic Design	2.0%
	Licensing Virtualization	2.0%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Reference	2.0%
	Licensing Warranties	2.0%
	Licensing Utilities	2.0%
Services	Service Parts	3.6%
	Miscellaneous Solutions	0.7%
	Service Charge	0.7%
	Managed Services	0.7%
	Lab Fees	0.7%
	PC Lab Order Service	0.7%
	Internal Lab Service	0.7%
	Advanced Integration	0.7%
	Electronic Services	0.7%
	Asset Disposal	0.7%
	Asset Management	0.7%
Training	Training Courses	0.7%
	Training Reference	0.7%
Warranties	Warranties Physical	1.5%
	Warranties Electronic	1.5%
	Complex Warranties	1.5%

PRICING SUMMARY

	Service Categories	Discount off MSRP
Consulting Services		15%
Consulting Services focus on assisting clients with the development of specific strategies, assessments, planning, design and implementation of solutions. These services include (but are not limited to): Collaboration, Data Protection, Data Center, Insight:License Advisor (I:LA), Networking, Office Productivity, SAM Services and Cloud Professional Services.		
Deployment Services		15%
Deployment Services focus on assisting clients in deploying and maintaining their IT environment. Services involved include (but are not limited to) helping our clients successfully manage every component of their deployment project to ensure project timelines, budgetary requirements, and customer satisfaction goals are met or exceeded. These services include both single and multi-site deployments.		
Out-sourced Programs		15%
Insight's Out-sourced Programs provide on premise (on-site) and centralized (managed) resources to effectively selective-source IT lifecycle functions. Through these services, Insight provides our clients with support and management of their enterprise IT assets with published SLA's and flexible pricing options such as fixed, per-unit, per-seat or monthly. Services typically include service desk, hardware and software provisioning, desk-side support, infrastructure support, warehousing & logistics, and centralized device repairs.		
Maintenance Services		10%
For clients who need specific assistance with managing portions of their IT infrastructure, Insight offers our maintenance services programs. These include both Field and Remote Based service options.		
Lab/Integration Services		1%
Leverage Insight's certified technicians to perform a wide variety of services from software imaging and hardware configuration to complex builds of rack servers and networks in Insight's state-of-the-art ISO 9001:2008 certified labs. We offer the highest level of customization possible including large-scale rollouts of workstations, servers and connectivity equipment, as well as hot-swap programs.		
IT Asset Disposal		1%
Insight's Asset Disposal Service consists of a comprehensive end-to-end Asset Disposition program for a wide variety of electronic materials. This service allows our clients to responsibly and securely dispose of their obsolete IT asset inventory.		
Service Desk		1%
Insight's Service Desk is a global, cost-effective, 24x7x365 staffed solution with the flexibility and scalability designed to meet business requirements and support end users effectively. Support services can be provided as a remote service from one of our on-shore services centers, as a dedicated on-site service, or as a hybrid model.		

PRICING SUMMARY

Service Categories	Discount off MSRP
Remote Network and Security Managed Services	1%
Through our Remote Networking Services, Insight provides our clients with 24/7 proactive monitoring and management of client network infrastructure which includes expert troubleshooting, network project support, day-to-day administration and operational reporting.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Labor Category	Functional Roles (Sample Titles)	Insight MSRP Market Tier				Discount off MSRP	Contract Price Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
A	Business Analyst I, Project Coordinator (Technical), Service Technician	$57.60	$61.20	$78.00	$79.56	15%	$48.96	$52.02	$66.30	$67.63
B	Business Analyst II, Service Technician Sr.	$63.60	$67.20	$74.40	$87.36	15%	$54.06	$57.12	$63.24	$74.26
C	Supervisor Services, Project Coordinator Sr. (Technical), Business Analyst Sr.	$79.20	$80.40	$104.40	$104.52	15%	$67.32	$68.34	$88.74	$88.84
D	Engineer	$90.00	$91.20	$112.80	$118.56	15%	$76.50	$77.52	$95.88	$100.78
E	Project Manager (Technical)	$108.00	$108.00	$135.60	$140.40	15%	$91.80	$91.80	$115.26	$119.34
F	Consultant I	$150.00	$156.00	$174.00	$202.80	20%	$120.00	$124.80	$139.20	$162.24
G	Engineer Sr.	$126.00	$127.20	$157.20	$165.36	15%	$107.10	$108.12	$133.62	$140.56
H	Project Manager Sr. (Technical), Manager Services	$144.00	$150.00	$182.40	$195.00	15%	$122.40	$127.50	$155.04	$165.75
I	Project Coordinator (Consulting), Consultant II, Consultant I - (Contact Center)	$174.00	$180.00	$198.00	$234.00	15%	$147.90	$153.00	$168.30	$198.90
J	Consultant Sr., Consultant II (Contact Center)	$198.00	$210.00	$234.00	$273.00	20%	$158.40	$168.00	$187.20	$218.40

PRICING SUMMARY

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP	Contract Price			
		Market Tier					Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
K	Project Coordinator Sr. (Consulting), Sr. Manager Services	$198.00	$201.60	$211.20	$262.08	15%	$168.30	$171.36	$179.52	$222.77
L	Architect I, Manager Programs, Project Manager (Consulting)	$210.00	$222.00	$246.00	$288.60	15%	$178.50	$188.70	$209.10	$245.31
M	Architect II , Project Manager Sr. (Consulting)	$234.00	$246.00	$270.00	$319.80	15%	$198.90	$209.10	$229.50	$271.83
N	Architect Sr., Architect I (Contact Center)	$258.00	$270.00	$300.00	$351.00	15%	$219.30	$229.50	$255.00	$298.35
O	Architect II (Contact Center)	$300.00	$300.00	$300.00	$300.00	15%	$255.00	$255.00	$255.00	$255.00
P	Sr. Architect (Contact Center)	$330.00	$330.00	$330.00	$330.00	15%	$280.50	$280.50	$280.50	$280.50
Q	Specialty	$370.50	$390.00	$432.90	$507.00	15%	$314.93	$331.50	$367.97	$430.95

PRICING SUMMARY

Geographic Market Tiers – Updated 12/10/15 Tier 1	Tier 2	Tier 3	Tier 4
Atlanta, GA	Albuquerque, NM	Baltimore, MD	New York, NY
Austin, TX	Arlington, TX	Boston, MA	Oakland, CA
Charlotte, NC	Bakersfield, CA	Chicago, IL	San Francisco, CA
Columbus, OH	Cleveland, OH	Fresno, CA	San Jose, CA
Dallas, TX	Colorado Springs, CO	Long Beach, CA	
El Paso, TX	Denver, CO	Los Angeles, CA	
Fort Worth, TX	Detroit, MI	Minneapolis, MN	
Houston, TX	Kansas City, MO	Philadelphia, PA	
Indianapolis, IN	Las Vegas, NV	Portland, OR	
Jacksonville, FL	Miami, FL	Sacramento, CA	
Louisville, KY	Milwaukee, WI	San Diego, CA	
Memphis, TN	New Orleans, LA	Seattle, WA	
Nashville, TN	Phoenix, AZ	Virginia Beach, VA	
Oklahoma City, OK	Raleigh, NC	Washington, DC	
Omaha, NE	Tucson, AZ		
San Antonio, TX			
St. Louis, MO			
Tampa, FL			
Tulsa, OK			
Wichita, KS			

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vector Solutions Inc for annual training and equipment management services and software for MFRD.

General fund,.

Amount of Contract:

$49,221.33

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	11/4/2021 - 1:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Knox Associates Inc for 43 Knox KeySecure 6 lock boxes for MFRD.

General Fund.

Amount of Contract:

$46,976.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20211101 Knox Agenda Package POs	Cover Memo	11/1/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	11/4/2021 - 1:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1606	2022	(1510) FIRE ADMINISTRATION	43 KNOX KEYSECURE 6 KEY BOXES (SOLE SOURCE)	$46,976.00	(118885) KNOX ASSOCIATES INC

Adopted:

____
City Clerk

```
==============================================================================
  Bill To                                  |           Requisition 00001606-00  FY 2022
  ACCOUNTS PAYABLE                         |
  P O BOX 389                              |Acct No:
                                           |1000.30.15.1510.1522.1510.0000.0000.47020.
  MOBILE, AL                               |Review:
  36601                                    |Buyer:  910514396
  vendorinvoices@cityofmobile.org          |Status: Approved                    Page 1
==============================================================================
  Vendor                                       Ship To
  KNOX ASSOCIATES INC                          FIRE CENTRAL SUPPLY
  KNOX COMPANY                                 2851 OLD SHELL ROAD
  1601 W DEER VALLEY RD
                                               MOBILE, AL 36607
  PHOENIX, AZ 85027

  Tel#623-687-2300                             Delivery Reference
      Fax 623-687-2290                         VICTORIA RICHARDSON

                                               Deliver To
                                               FIRE CENTRAL SUPPLY
                                               2851 OLD SHELL ROAD

                                               MOBILE, AL 36607


------------------------------------------------------------------------------
  Date          |Vendor |Date      |Ship        |          |
  Ordered       |Number |Required  |Via         |Terms     |Department
------------------------------------------------------------------------------
  11/01/21      |118885 |          |                       |FIRE ADMINISTRATION
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price      Net Price

001 AMBULANCE KNOX KEY SECURE:                  43.00    1029.00000       44247.00
    KeySecure® 6. SUPPORTS 1 eKEY, 1             EACH
    MSTR KEY, ITEM KS-6K2 PER QUOTE
    QT-KA-33974
    Vendor Item

   1 1000.30.15.1510.1522.1510.0000.0000.47020.                         44247.00

    Ship To
    FIRE CENTRAL SUPPLY
    2851 OLD SHELL ROAD
    MOBILE, AL 36607
    Delivery Reference
    VICTORIA RICHARDSON

    Deliver To
    FIRE CENTRAL SUPPLY
    2851 OLD SHELL ROAD
    MOBILE, AL 36607


002 AMBULANCE KNOX BRACKET: FLAT                43.00      62.00000        2666.00
    MOUNT   BRACKET, KeySecure® 5 & 6            EACH
    ITEM NUMBER: KLS-FM PER QUOTE
    QT-KA-33974
    Vendor Item

   1 1000.30.15.1510.1522.1510.0000.0000.47020.                          2666.00
```

```
================================================================================
  Bill To                            |           Requisition 00001606-00  FY 2022
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |1000.30.15.1510.1522.1510.0000.0000.47020.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  910514396
  vendorinvoices@cityofmobile.org    |Status: Approved                   Page 2
================================================================================
  Vendor                                 Ship To
  KNOX ASSOCIATES INC                    FIRE CENTRAL SUPPLY
  KNOX COMPANY                           2851 OLD SHELL ROAD
  1601 W DEER VALLEY RD
                                         MOBILE, AL 36607
  PHOENIX, AZ 85027

  Tel#623-687-2300                       Delivery Reference
      Fax 623-687-2290                   VICTORIA RICHARDSON

                                         Deliver To
                                         FIRE CENTRAL SUPPLY
                                         2851 OLD SHELL ROAD

                                         MOBILE, AL 36607


--------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |         |
  Ordered     |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  11/01/21    |118885 |         |                     |FIRE ADMINISTRATION
--------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    Ship To
    FIRE CENTRAL SUPPLY
    2851 OLD SHELL ROAD
    MOBILE, AL 36607
    Delivery Reference
    VICTORIA RICHARDSON

    Deliver To
    FIRE CENTRAL SUPPLY
    2851 OLD SHELL ROAD
    MOBILE, AL 36607


003 FREIGHT                                     1.00       63.00000         63.00
                                                EACH
    Vendor Item
    Inventory Item/Loc 14009

   1 1000.30.15.1510.1522.1510.0000.0000.47020.                          63.00

    Ship To
    FIRE CENTRAL SUPPLY
    2851 OLD SHELL ROAD
    MOBILE, AL 36607
    Delivery Reference
    VICTORIA RICHARDSON

    Deliver To
    FIRE CENTRAL SUPPLY
    2851 OLD SHELL ROAD
```

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001606-00 FY 2022 Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910514396 Status: Approved Page 3

Vendor
KNOX ASSOCIATES INC
KNOX COMPANY
1601 W DEER VALLEY RD

PHOENIX, AZ 85027

Tel#623-687-2300
Fax 623-687-2290

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/01/21	118885				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			

Requisition Link

Requisition Total 46976.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.47020.	46976.00	6602454.03
FIRE SUPPRESSION DIV EXP EQUIPMENT (LESS THAN $5000)		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/01/21	DONNA MICHELE STANLEY	
Approved	11/01/21	DONALD ROSE	Auto approved by: 910514396
Approved	11/01/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	11/01/21	JOHN PAINE	Auto approved by: 910514396

Authorized By: ______________________ Date: ___________
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid awards for unleaded and diesel fuel to Petroleum Traders Corporation and Davison Oil Company Inc.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20211101 Fuel Agenda Package Bids	Cover Memo	11/1/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	11/4/2021 - 1:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council.   All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5624	UNLEADED AND #2 DIESEL FUEL	4	SEE BID TAB FOR MARGIN PRICES PER GALLON	One year, renewable for two additional one-year periods.	(279229) PETROLEUM TRADERS CORPORATION, (42474) DAVISON OIL COMPANY INC

Adopted:

____

City Clerk

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms   Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	FUEL					
			TOTAL			

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name ____________________

Typed Signature ____________________

We will allow a discount ___________ % 20 days from date of receipt of goods and correct invoice of completed order.

By ____________________

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514
Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
- Gasoline Unleaded Regular E-10 87 Octane Rating.
  - Gasoline may contain a maximum of 10% Ethanol.
- Diesel #2 (Ultra Low Sulfur) Clear on Road.
- Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________

By ______________________

We will allow a discount ________% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________

By ______________________

We will allow a discount ______% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________

By ______________________

We will allow a discount ________% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page______ of ______

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**.

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.
Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.
(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ____________________

By ____________________

We will allow a discount ________% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME ______________________

CONTACT NAME ______________________

COMPANY ADDRESS ______________________

____

TELEPHONE NUMBER ______________________

FAX NUMBER ______________________

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________

By ______________________

We will allow a discount ________% 20 days from date of receipt of goods and correct invoice of completed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order for specialized network analysis toolkit equipment upgrades for the MPD Cyber Division and Gulf Coast Technology Center.

American Rescue Plan.

Amount of Contract:

$878,660.12

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	11/4/2021 - 1:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Petroleum Traders Corporation for diesel fuel for the Wave Transit.

General fund.

Amount of Contract:

Total of all is $64,833.30

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20211104 Agenda Package Wave Fuel POs	Cover Memo	11/4/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	11/4/2021 - 1:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1756	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,611.10	(279229) PETROLEUM TRADERS CORPORATION
1757	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,611.10	(279229) PETROLEUM TRADERS CORPORATION
1758	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,611.10	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

____
City Clerk

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==============================================================================
  Bill To                                 |          Requisition 00001756-00  FY 2022
  ACCOUNTS PAYABLE                        |
  P O BOX 389                             |Acct No:
                                          |6060.70.00.0000.0000.0000.0000.0000.45020.
  MOBILE, AL                              |Review:
  36601                                   |Buyer:  9105neej
  vendorinvoices@cityofmobile.org         |Status: Approved                    Page 1
==============================================================================
  Vendor                                      Ship To
  PETROLEUM TRADERS CORPORATION               WAVE TRANSIT
  7120 POINTE INVERNESS WAY                   1224 WEST I-65 ROAD SOUTH

                                              MOBILE, AL 36609
  FORT WAYNE, IN 46804                        CGULLETT@CITYOFMOBILE.ORG

  Tel#800-348-3705                            Delivery Reference
      Fax 260-203-3820                        CHANEL GULLETT

                                              Deliver To
                                              WAVE TRANSIT
                                              1224 WEST I-65 ROAD SOUTH

                                              MOBILE, AL 36609


------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship        |          |
  Ordered     |Number |Required  |Via         |Terms     |Department
------------------------------------------------------------------------------
  11/03/21    |279229 |          |                       |WAVE TRANSIT SYSTEM
------------------------------------------------------------------------------
 LN Description / Account                       Qty      Unit Price      Net Price

    General Notes
    -------------
    AL. STATE CONTRACT #T104.
001 DIESEL #2 ULTRA LOW SULFUR, OPIS        7530.00         2.87000       21611.10
    PRICE.                                   GALLON
    Vendor Item
    Inventory Item/Loc 5295

   1 6060.70.00.0000.0000.0000.0000.0000.45020.                        21611.10

    Ship To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
    Delivery Reference
    CHANEL GULLETT

    Deliver To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609


002 MARGIN PRICE                            7530.00         0.00000           0.00
                                               EACH
    Vendor Item
    Inventory Item/Loc 7982

   1 6060.70.00.0000.0000.0000.0000.0000.45020.                             .00
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================================================================================
  Bill To                                  |          Requisition 00001756-00  FY 2022
  ACCOUNTS PAYABLE                         |
  P O BOX 389                              |Acct No:
                                           |6060.70.00.0000.0000.0000.0000.0000.45020.
  MOBILE, AL                               |Review:
  36601                                    |Buyer:  9105neej
  vendorinvoices@cityofmobile.org          |Status: Approved                   Page 2
================================================================================
  Vendor                                       Ship To
  PETROLEUM TRADERS CORPORATION                WAVE TRANSIT
  7120 POINTE INVERNESS WAY                    1224 WEST I-65 ROAD SOUTH

                                               MOBILE, AL 36609
  FORT WAYNE, IN 46804                         CGULLETT@CITYOFMOBILE.ORG

  Tel#800-348-3705                             Delivery Reference
      Fax 260-203-3820                         CHANEL GULLETT

                                               Deliver To
                                               WAVE TRANSIT
                                               1224 WEST I-65 ROAD SOUTH

                                               MOBILE, AL 36609
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--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
--------------------------------------------------------------------------------
  11/03/21   |279229 |         |                    |WAVE TRANSIT SYSTEM
--------------------------------------------------------------------------------
 LN Description / Account                          Qty     Unit Price     Net Price

    Ship To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
    Delivery Reference
    CHANEL GULLETT

    Deliver To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
```

Requisition Link

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                               Requisition Total                        21611.10

     ***** General Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     6060.70.00.0000.0000.0000.0000.0000.45020.
                                                        21611.10
        WAVE TRANSIT SYSTEM EXP         FUEL & LUBRICANTS

     ***** Approval/Conversion Info *****
     Activity  Date        Clerk                      Comment
     CCancelled11/03/21    JAMES NEESE JR               GL Allocation changed
     CCancelled11/03/21    JAMES NEESE JR               GL Allocation changed
     Forward   11/03/21    JOHN PAINE                   j
     Approved  11/03/21    DONNA MICHELE STANLEY        Approved by: 9105neej
     Approved  11/03/21    DONALD ROSE                  Auto approved by: 910514396
     Approved  11/03/21    SANDRA LEWIS                 Auto approved by: 910514396
     Approved  11/03/21    JOHN PAINE                   Auto approved by: 910514396
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a tyler erp solution

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001756-00 FY 2022 Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: ______________________________ Date: ______________
Signature

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00001757-00 FY 2022

Acct No:
6060.70.00.0000.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved

Page 1

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ------------- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7530.00 GALLON	2.87000	21611.10
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			21611.10
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7530.00 EACH	0.00000	0.00
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

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  Bill To                                |          Requisition 00001757-00  FY 2022
  ACCOUNTS PAYABLE                       |
  P O BOX 389                            |Acct No:
                                         |6060.70.00.0000.0000.0000.0000.0000.45020.
  MOBILE, AL                             |Review:
  36601                                  |Buyer:  9105neej
  vendorinvoices@cityofmobile.org        |Status: Approved                     Page 2
===============================================================================
  Vendor                                     Ship To
  PETROLEUM TRADERS CORPORATION              WAVE TRANSIT
  7120 POINTE INVERNESS WAY                  1224 WEST I-65 ROAD SOUTH

                                             MOBILE, AL 36609
  FORT WAYNE, IN 46804                       CGULLETT@CITYOFMOBILE.ORG

  Tel#800-348-3705                           Delivery Reference
      Fax 260-203-3820                       CHANEL GULLETT

                                             Deliver To
                                             WAVE TRANSIT
                                             1224 WEST I-65 ROAD SOUTH

                                             MOBILE, AL 36609


-------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |         |
  Ordered     |Number |Required |Via        |Terms    |Department
-------------------------------------------------------------------------------
  11/03/21    |279229 |         |                     |WAVE TRANSIT SYSTEM
-------------------------------------------------------------------------------
 LN Description / Account                          Qty     Unit Price     Net Price

    Ship To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
    Delivery Reference
    CHANEL GULLETT

    Deliver To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
```

Requisition Link

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                               Requisition Total                        21611.10

     ***** General Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     6060.70.00.0000.0000.0000.0000.0000.45020.
                                                        21611.10
        WAVE TRANSIT SYSTEM EXP         FUEL & LUBRICANTS

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                   Comment
     CCancelled11/03/21   JAMES NEESE JR           GL Allocation changed
     Forward   11/03/21   JOHN PAINE               j
     Approved  11/03/21   DONNA MICHELE STANLEY    Approved by: 9105neej
     Approved  11/03/21   DONALD ROSE              Auto approved by: 910514396
     Approved  11/03/21   SANDRA LEWIS             Auto approved by: 910514396
     Approved  11/03/21   JOHN PAINE               Auto approved by: 910514396
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Bill To	Requisition 00001757-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/21	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price

Authorized By: ______________________________ Date: ______________
Signature

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  Bill To                              |           Requisition 00001758-00  FY 2022
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |6060.70.00.0000.0000.0000.0000.0000.45020.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  9105neej
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 1
===============================================================================
  Vendor                                   Ship To
  PETROLEUM TRADERS CORPORATION            WAVE TRANSIT
  7120 POINTE INVERNESS WAY                1224 WEST I-65 ROAD SOUTH

                                           MOBILE, AL 36609
  FORT WAYNE, IN 46804                     CGULLETT@CITYOFMOBILE.ORG

  Tel#800-348-3705                         Delivery Reference
      Fax 260-203-3820                     CHANEL GULLETT

                                           Deliver To
                                           WAVE TRANSIT
                                           1224 WEST I-65 ROAD SOUTH

                                           MOBILE, AL 36609


-------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship        |         |
  Ordered     |Number |Required  |Via         |Terms    |Department
-------------------------------------------------------------------------------
  11/03/21    |279229 |          |                      |WAVE TRANSIT SYSTEM
-------------------------------------------------------------------------------
 LN Description / Account                       Qty     Unit Price     Net Price

    General Notes
    -------------
    AL. STATE CONTRACT #T104.
001 DIESEL #2 ULTRA LOW SULFUR, OPIS        7530.00        2.87000      21611.10
    PRICE.                                   GALLON
    Vendor Item
    Inventory Item/Loc 5295

   1 6060.70.00.0000.0000.0000.0000.0000.45020.                       21611.10

    Ship To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
    Delivery Reference
    CHANEL GULLETT

    Deliver To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609


002 MARGIN PRICE                            7530.00        0.00000          0.00
                                               EACH
    Vendor Item
    Inventory Item/Loc 7982

   1 6060.70.00.0000.0000.0000.0000.0000.45020.                            .00
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================================================================================
  Bill To                                 |         Requisition 00001758-00  FY 2022
  ACCOUNTS PAYABLE                        |
  P O BOX 389                             |Acct No:
                                          |6060.70.00.0000.0000.0000.0000.0000.45020.
  MOBILE, AL                              |Review:
  36601                                   |Buyer:  9105neej
  vendorinvoices@cityofmobile.org         |Status: Approved                 Page 2
================================================================================
  Vendor                                      Ship To
  PETROLEUM TRADERS CORPORATION               WAVE TRANSIT
  7120 POINTE INVERNESS WAY                   1224 WEST I-65 ROAD SOUTH

                                              MOBILE, AL 36609
  FORT WAYNE, IN 46804                        CGULLETT@CITYOFMOBILE.ORG

  Tel#800-348-3705                            Delivery Reference
      Fax 260-203-3820                        CHANEL GULLETT

                                              Deliver To
                                              WAVE TRANSIT
                                              1224 WEST I-65 ROAD SOUTH

                                              MOBILE, AL 36609


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship       |         |
  Ordered    |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  11/03/21   |279229 |         |                     |WAVE TRANSIT SYSTEM
--------------------------------------------------------------------------------
 LN Description / Account                          Qty     Unit Price     Net Price

    Ship To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
    Delivery Reference
    CHANEL GULLETT

    Deliver To
    WAVE TRANSIT
    1224 WEST I-65 ROAD SOUTH
    MOBILE, AL 36609
```

Requisition Link

```
                               Requisition Total                          21611.10

     ***** General Ledger Summary Section *****
     Account                                               Amount  Remaining Budget
     6060.70.00.0000.0000.0000.0000.0000.45020.
                                                         21611.10
        WAVE TRANSIT SYSTEM EXP         FUEL & LUBRICANTS

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                   Comment
     CCancelled11/03/21  JAMES NEESE JR            GL Allocation changed
     Forward   11/03/21  JOHN PAINE                j
     Approved  11/03/21  DONNA MICHELE STANLEY     Approved by: 9105neej
     Approved  11/03/21  DONALD ROSE               Auto approved by: 910514396
     Approved  11/03/21  SANDRA LEWIS              Auto approved by: 910514396
     Approved  11/03/21  JOHN PAINE                Auto approved by: 910514396
```

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00001758-00 FY 2022

Acct No:
6060.70.00.0000.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: ______________________________ Date: ______________
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
AUTAUGA, GASOLINE, 8,200 > GALLONS
AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	$0.002100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
AUTAUGA, DIESEL, 7,500 > GALLONS
AUTAUGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	$0.002300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BALDWIN, DIESEL, 7,500 > GALLONS
BALDWIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	$0.018500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BARBOUR, GASOLINE, 8,200 > GALLONS
BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	$0.036500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BARBOUR, DIESEL, 7,500 > GALLONS
BARBOUR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BIBB, GASOLINE, 8,200 > GALLONS
BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BLOUNT, GASOLINE, 8,200 > GALLONS
BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BLOUNT, DIESEL, 7,500 > GALLONS
BLOUNT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION

9	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BULLOCK, GASOLINE, 8,200 > GALLONS
BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BULLOCK, DIESEL, 7,500 > GALLONS
BULLOCK, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BUTLER, GASOLINE, 8,200 > GALLONS
BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BUTLER, DIESEL, 7,500 > GALLONS
BUTLER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CALHOUN, GASOLINE, 8,200 > GALLONS
CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	$0.007700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CALHOUN, DIESEL, 7,500 > GALLONS
CALHOUN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	$0.025900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHAMBERS, DIESEL, 7,500 > GALLONS
CHAMBERS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHEROKEE, GASOLINE, 8,200 > GALLONS
CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	$0.023600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CHEROKEE, DIESEL, 7,500 > GALLONS
CHEROKEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHILTON, GASOLINE, 8,200 > GALLONS
CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	$0.012200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHILTON, DIESEL, 7,500 > GALLONS
CHILTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	$0.018900	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHOCTAW, GASOLINE, 8,200 > GALLONS
CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHOCTAW, DIESEL, 7,500 > GALLONS
CHOCTAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLAY, GASOLINE, 8,200 > GALLONS
CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CLAY, DIESEL, 7,500 > GALLONS
CLAY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLEBURNE, GASOLINE, 8,200 > GALLONS
CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	$0.013600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	$0.015200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	$0.032800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	$0.007300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	$0.030300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	$0.032700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	$0.042400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	$0.001600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	$0.017100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0135).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	$0.006900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	$0.017600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	$0.035500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	$0.000600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALLAS,GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	$0.015700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	$0.022200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DEKALB, GASOLINE, 8,200 > GALLONS
DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	$0.033100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DEKALB, DIESEL, 7,500 > GALLONS
DEKALB, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ELMORE, GASOLINE, 8,200 > GALLONS
ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	$0.034200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ESCAMBIA, DIESEL, 7,500 > GALLONS
ESCAMBIA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ETOWAH, GASOLINE, 8,200 > GALLONS
ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	$0.007100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ETOWAH, DIESEL, 7,500 > GALLONS
ETOWAH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FAYETTE, GASOLINE, 8,200 > GALLONS
FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	$0.023800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FAYETTE, DIESEL, 7,500 > GALLONS
FAYETTE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	$0.000500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FRANKLIN, GASOLINE, 8,200 > GALLONS
FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	$0.022800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FRANKLIN, DIESEL, 7,500 > GALLONS
FRANKLIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	$0.042900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GENEVA, DIESEL, 7,500 > GALLONS
GENEVA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
GREENE, GASOLINE, 8,200 > GALLONS
GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	$0.021100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GREENE, DIESEL, 7,500 > GALLONS
GREENE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HALE, GASOLINE, 8,200 > GALLONS
HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	$0.021800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HALE, DIESEL, 7,500 > GALLONS
HALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	$0.033100	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HENRY, GASOLINE, 8,200 > GALLONS
HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	$0.032300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HENRY, DIESEL, 7,500 > GALLONS
HENRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	$0.039200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HOUSTON, GASOLINE, 8,200 > GALLONS
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	$0.039400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HOUSTON, DIESEL, 7,500 > GALLONS
HOUSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JACKSON, GASOLINE, 8,200 > GALLONS
JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	$0.027500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JACKSON, DIESEL, 7,500 > GALLONS
JACKSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JEFFERSON, GASOLINE, 8,200 > GALLONS
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JEFFERSON, DIESEL, 7,500 > GALLONS
JEFFERSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	$0.009200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAUDERDALE, GASOLINE, 8,200 > GALLONS
LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	$0.032500	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	$0.016600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	$0.015300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	$0.021500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	$0.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
MACON, GASOLINE, 8,200 > GALLONS
MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MACON, DIESEL, 7,500 > GALLONS
MACON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MADISON, GASOLINE, 8,200 > GALLONS
MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	$0.019000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MADISON, DIESEL, 7,500 > GALLONS
MADISON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	$0.029800	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARENGO, GASOLINE, 8,200 > GALLONS
MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	$0.010700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARENGO, DIESEL, 7,500 > GALLONS
MARENGO, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARION, GASOLINE, 8,200 > GALLONS
MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	$0.016600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARION, DIESEL, 7,500 > GALLONS
MARION, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive

COMMODITY / SERVICE INFORMATION

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

COMMODITY / SERVICE INFORMATION

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and 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."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

******************** **Important Agency Instructions** *******************

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

****************** **Source of Fuel Report figures** ********************

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

………………………………………Gasoline……………………Diesel
AL Excise……………………… 0.1800……………………$0.1900*

AL Inspection……………… $0.0200……………………Exempt
………………………………………………………….or $0.0200**

Federal Oil Spill………….....$0.0019…………………$0.00214
Liability ………………………………………………………………..

Federal Lust……………………..$0.0010………………….$0.0010

AL Import Fee…………………….N/A……………………..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/17/2021

Submitted by:

Bob Holt, Executive Director, Finance

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Pension Technology Group for software services for the City of Mobile Police and Firefighters Retirement Plan.

General Fund.

Amount of Contract:

$150.000 per year, for up to 10 years

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2021 Agenda Package PTG Pension	Cover Memo	10/29/2021

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	10/29/2021 - 3:22 PM
Legal	Kern, Chris	Approved	11/1/2021 - 3:35 PM
Legal	Kern, Chris	Approved	11/1/2021 - 3:36 PM

Mayors Office	Barber, James	Approved	11/4/2021 - 1:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Pension Technology Group, Inc., for five years, renewable for five additional one-year periods without further Council action, to provide software services for the City of Mobile Police and Firefighters Retirement Plan, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

____

City Clerk

PENSION TECHNOLOGY GROUP, INC.

Hosting Services Agreement

_____________, 2021

This Hosting Services Agreement (this "Hosting Agreement" or this "Contract") is made effective as of the date written above (the "Effective Date"), by and between **Pension Technology Group, Inc.**, a Delaware corporation, with a principal place of business at 92 State Street, Suite 600, Boston, Massachusetts 02109 ("**PTG**" and sometimes hereinafter "Contractor"), and **City of Mobile**, an Alabama municipal corporation, with a principal place of business at 205 Government Street, 4th Floor South Tower, Room 408S, Mobile, AL 36644 ("**City**" and sometimes hereinafter "Customer").

WHEREAS, PTG is engaged in the business of developing, maintaining and hosting a software system for use in connection with the processing and management of retirement system data, as well as providing related maintenance and support services; and

WHEREAS, PTG operates, directly or through sub-contractors retained by PTG, environmentally-controlled data centers that will host certain Software (defined below) for the benefit of the City, and will be maintained in accordance with the terms of this Hosting Agreement; and

WHEREAS, the City desires to access and use the Software in accordance with the terms of this Hosting Agreement.

NOW, THEREFORE, in exchange for good and adequate consideration that the parties hereby acknowledge as having been received, the parties agree as follows:

1. **Scope of Services**.

PTG's Services consist of those goods and services described in the "Exhibit D" – Scope of Services, which is attached hereto and is hereby incorporated as a part of this Agreement.

2. Compensation.

The Contract amount for services, if not terminated by either party within the initial sixty (60) month term, is: Seven Hundred and fifty Thousand Dollars and No Cents ($750,000.00), made due and payable in monthly installments of Twelve Thousand and five hundred dollars and no Cents ($12,500.00). PTG will invoice the City monthly as set forth in Exhibit "B." Upon completion of the initial sixty (60) month term, and at the sole option of the City, and pursuant to this Agreements terms paragraph 16 - A, the contract will automatically renew for additional twelve (12) month renewal terms at the rate in exhibit "B," unless written notice is provided to PTG to terminate the Agreement at least sixty (60) days before the start of any renewal term. The initial term and any renewal terms shall not exceed a total contract length of One Hundred and Twenty (120) months. In the event this Contract is terminated effective prior to expiration of the initial sixty (60) month term by Customer under paragraph 16-D hereof, or by PTG under paragraphs 16-B or 16-C hereof, then the City shall be obligated to pay the additional amount set forth in paragraph 16-E.d. of this Contract.

3. Additional Services.

If Additional Services are required due to circumstances beyond PTG's control, PTG shall give written notice to the City and obtain written authorization from the City before commencing such Services. PTG's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

4. Parties Representatives.

The City's Representative, authorized to act on the City's behalf with respect to this Agreement is Mr. Don Rose, the City of Mobile Chief Procurement Officer. The PTG representative, authorized to act on PTG's behalf is Mr. John R. Reidy, President of PTG.

5. Authority to Execute Agreement.

PTG's signatory below represents that he has all requisite power and authority to execute and deliver this Agreement on behalf of PTG and to sufficiently legally bind PTG to perform its obligations hereunder.

6. Definitions.

a) "Breach of Security" means the unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information, maintained by a person or agency that creates a substantial risk of identity theft or fraud against the Customer or Users.

b) "confidential information" means " any non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, etc.), whether designated as "Confidential," "Proprietary" or some similar designation, or not. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within ten (10) Business Days after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which:

(i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; or

(ii) the parties agree in writing that the information should not be treated as confidential; or

(iii) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

c) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

d) "Customer Data" means all data owned or supplied by the City or its Plan members (Users), and provided while interacting with PTG or PTG's Sub-Contractor's, via websites, mobile applications, surveys, social media, marketing campaigns, or any other online or offline avenues; including, but not limited to, personal data, personally identifiable information (any information that can be used to recognize an individual's identity, such as: member first or last name, physical address, email address, login details, driver's license number, social security number, payment data, credit/debit card details, date of birth, phone number, location, gender, race, ethnicity, age group, employment), and non-personally identifiable information (IP address, cookies, device ID's), and any member confidential information, and/or submitted to, processed by, or stored by the Service Provider under this Contract and includes, but is not limited to, all data that originated with the City or Users, all data provided by the City or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the City or Users on the Services. For clarity, Customer Data is synonymous with "Customer Content", or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:

(i) "**Non-Public Data**" means data submitted to the Service Provider, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the City and under the State of Alabama laws because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.

(ii) "**Personal Data**" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location coordinates or data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(iii) "**Public Information**" means any information prepared, owned, used, or retained by the City and not specifically exempt from the disclosure requirements of the Alabama Public Records Act (Code section 36-12-40) (Exhibit E) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".

e) "Documentation" means manuals and other published materials necessary or useful to the City, or Users, in the use or maintenance of the products and Services provided hereunder and includes online materials, virtual help, and help desk where available.

f) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

g) "Encrypted" means the transformation of data into a form in which meaning cannot be assigned without the use of a confidential process or key.

h) "Force Majeure Event" an event or effect that cannot be reasonably anticipated or controlled

i) "Hardware" refers to computer equipment and is contrasted with Software.

j) "Information Technology" (IT) means the study, design, development, implementation, support or management of computer-based information systems, and deals with the use of electronic computers and computer software to convert, store, protect, process, transmit, and securely retrieve information. It includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interaction between people and machines.

k) "Maintenance" includes:

(i) remedial maintenance performed by PTG which results from a Services failure and which is performed as required, i.e., on an unscheduled basis; and

(ii) the maintenance performed on a scheduled basis by PTG.

l) "Owns or Licenses" means receives, stores, maintains, processes, or otherwise has access to personal information in connection with the provision of goods or services or in connection with employment.

m) "Record or Records" means any material upon which written, drawn, spoken, visual, or electromagnetic information or images are recorded or preserved, regardless of physical form or characteristics.

n) "Service Provider" means PTG, and/or PTG subcontractors, agents, resellers, third parties and affiliates of PTG, the cloud service provider, or managed service provider who may provide the Services agreed to under the Contract.

o) "Services" means the cloud computing services, including Software as a Service, and any related services, offered to the City by PTG herein.

p) "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by PTG, including operating Software, Application Programs, and enabling software ("Software Products") that the City downloads to the City's systems to facilitate use of the Service.

q) "Software as a Service (SaaS)" is the capability provided to the City to use applications made available by the Service Provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The City does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

r) "Scope of Work" means those items listed in Exhibit D attached to the Agreement which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that PTG is expected to perform, their responsibilities and expectations, indicating the type, level and quality of service that is expected, all of which form a contractual obligation upon PTG in providing Services to the City. The Scope of Work document includes any permitted modifications to the SaaS General and Special Provisions.

s) "Sub-Contractor" means any entity used by PTG for executing the terms of this Agreement.

t) "User" means any authorized end user of the Services under this Contract and includes City's employees, pension plan members or beneficiaries, subcontractors, or any system utilized by the City to access the Services, whose compliance with the terms of this Contract is the responsibility of the City.

u) "Term" fixed period of time for which the Contract is intended to last.

Hosting Definitions

aa) "Cloud Based Web Hosting" means a type of hosting which combines several clustered servers to provide the organization site services based on individual needs.

bb) "Dedicated Hosting" means an Internet hosting option in which an organization leases an entire server, housed in a data center. The host provides the server equipment and may provide administration and other services. Gives the organization total control over the server. [Also known as a "dedicated server" or "managed hosting service."]

cc) "Dedicated Web Server" means your website comes with its own server allowing for faster page loading and high traffic without any lags.

dd) "Hosting" means a service through which storage and computing resources are provided to an individual or organization for the accommodation and maintenance of one or more websites and related services. [also known as Web hosting or website hosting] Provided by a hosting service provider that builds a specialized backend computing infrastructure to host its website via uploaded source code, where each website is distinguishable by its unique domain name and logically allocated Web space and storage. May include shared hosting, dedicated hosting, cloud hosting and besides websites may include data storage hosting, application/software hosting and IT services hosting.

ee) "Hosting Agreement" means this contract and its terms and conditions specifying the mutual rights and obligations of PTG and the City.

ff) "Hosting Environment" means the physical environment where hosting services are located and the environment that the organization gets with the Agreement (shared, virtual private or dedicated.

gg) "Hosting Equipment" means server hardware, server-resident computer software, including without limitation server operating systems and database engines and managers, security and audit functionality, telecommunications or other network communications.

hh) "Hosting Server" means a type of server that hosts or houses websites and/or related data, applications and services. It is a remotely accessible Internet server with complete Web server functionality and resources that is always on and connected to the Internet. It is built, delivered and managed by a hosting service provider and includes all components necessary for website operability.

ii) "Hosting Service Provider" means the entity that builds and delivers a complete infrastructure for deploying the website and maintaining its functionality. The entity creates hosting servers that have the ability to serve and operate as Web servers and generally provides two different types of hosting services: shared hosting and dedicated hosting.

jj) "Hosting Services" means applications, IT infrastructure components or functions that organizations access from external service providers (typically) through an Internet connection, and include, but are not limited to, web hosting, offsite backup and virtual desktops.

kk) "Hosting Support Services" means managing website and applications to ensure they are live, available and secure and include technical support and server security

ll) "Server Hosting" means IT service that provides remote access to off-premises virtual or physical servers and associated resources, for a fee.

mm) "Shared Hosting" means a single server that stores all the files from several sites at once and is responsible for serving up information about them.

nn) "Shared Web Hosting" means a type of hosting where more than one website will be hosted on a single server.

oo) "Virtual Hosting" means the act of using a remote hosting service provider to host websites, data, applications and/or services. It enables IT services and solutions that can be deployed, hosted and executed from a remote server or computing facility, where the backend infrastructure is completely managed by the provider. Allows websites and applications to share a single Web server.

pp) "Web Hosting" means a service that allows organizations to post a website or webpage onto the Internet. [Also known as Vitual hosting]

qq) "Web Host" means a business that provides the technologies and services needed for the website, or webpage, to be viewed in the Internet. [Websites are "hosted," or stored, on servers.]

rr) "Virtual Private Server" means a shared web hosting with a visualization technology to provide dedicated resources on the shared server.

7. Hosting Services.

PTG may employ a sub-contractor to host PTG's software and will at the inception of this Agreement use "Rackspace Hosting, Inc." for this purpose. PTG may not change the hosting sub-contractor or add, for any purpose, additional sub-contractors with access to Customer's Data, without City's consent. PTG certifies that Rackspace Hosting, Inc. shall maintain at all times SSAE 18 Certification or later SOC 2 Certification, with appropriate policies and procedures to comply with the Alabama Data Breach Notification Act, Ala. Code 8-38-1 et seq. (Exhibit F), and will remain in compliance with Alabama statutory or regulatory provisions relevant to the security of software services in Alabama. PTG will provide all services listed in the Scope of Work attached as Exhibit D.

8. Standard Hosting Equipment; Customer Equipment.

A. **Standard Hosting Equipment**. Unless otherwise agreed to in writing by the parties, PTG, at its sole expense, either directly or through Subcontractors, will provide server hardware, server-resident computer software, including without limitation server operating systems and database engines and managers, security and audit functionality, telecommunications or other network communications, and other equipment (collectively, "Hosting Equipment") and the Software (together with the Hosting Equipment, the "Hosting Environment") linking the Hosting Environment to the World Wide Web, Internet or other suitable communications services ("Network") as are commercially reasonable and necessary to provide the Customer with Use of the Software through the Hosting Environment. The Hosting Equipment will always be the property of PTG or PTG Sub-Contractors.

B. **City Equipment.** The Customer, at its sole expense, will be responsible for providing the equipment, software, operating systems, telecommunications connections and any other materials necessary for the Customer to access the Network ("Customer Equipment"). As of the Effective Date, the Client Equipment necessary to access the Network is set forth in Exhibit A. In the event that PTG plans to change any aspect of the Hosting Environment that will require a change in Customer Equipment, PTG will notify the Customer reasonably in advance thereof, and the Customer will be responsible for purchasing any new Customer Equipment required by any such change.

9. Service Level Commitment.

Service Level. PTG will provide access to the Software for the Customer via the Hosting Environment on a twenty-four hour a day, seven days a week (24X7) basis, except for Scheduled Maintenance as set forth in Section 11 of this Hosting Agreement, and except for any downtime, delays, loss or interruption of hosting services which are caused by telecommunications or Network service providers outside of PTG's firewall, a Force Majeure Event, or interruptions or failures caused by the Customer or the equipment or facilities utilized by the Customer.

10. Service Interruptions.

A. The Customer will promptly notify PTG via telephone and the PTG issues log (using the telephone numbers and Web address provided by PTG to the Customer) of any unexpected or unscheduled interruption in the ability of the Customer to Use the Hosting Environment ("Hosting Service Interruption"). Except for the exceptions to PTG's service obligations set forth in Section 9 above, PTG will use commercially reasonable efforts to remedy any Hosting Service Interruption as promptly as possible.

B. PTG shall not be required to remedy Hosting Service Interruptions resulting from any exceptions to PTG's service obligations listed in Section 9.

11. Scheduled Maintenance of Hosting Environment and Software Upgrades.

PTG or its Subcontractors will periodically schedule the complete or partial shutdown of the Hosting Equipment for maintenance, bug fixes, upgrades, or other reasons ("Scheduled Maintenance"). Scheduled Maintenance may occur Monday through Friday from 12:00 a.m. to 6:00 a.m., Eastern Time, and on weekends. The Customer shall be notified at least twenty-four (24) hours in advance of any Scheduled Maintenance. PTG or its Subcontractors may perform emergency maintenance services at any time during the Term of this Hosting Agreement without prior notice to the Customer.

12. Hosting Support Services.

A. **Hosting Support Services**. As set forth in Exhibit C, PTG will provide the Customer support services to help the Customer access and operate the Software ("Hosting Support Services") during the Term.

B. **Hosting Support Hours**. PTG will provide Hosting Support Services to the Customer within the time guarantees as provided in Exhibit C.

C. **Support Contacts**. The Customer will identify one primary and one backup contact ("Hosting Support Contacts") from the Administrative Staff accessing the Hosting Environment. The Hosting Support Contacts shall have sole responsibility for communicating with PTG concerning Hosting Support Services. The Customer may change the identity of the Hosting Support Contacts at any time upon written notice to PTG.

13. Grant; Restrictions.

A. **Use Grant**: Subject to the terms of this Hosting Agreement and in consideration of Customer's obligations under this Contract, including without limitation the payment of all fees payable hereunder, PTG hereby grants to the Customer a non-exclusive, non-transferable right to Use the Software through the Hosting Environment.

B. **Limitations on Use and Access**: The Software will be accessible only to directors, officers, employees, pension plan participants and beneficiaries, and agents of the Customer. PTG will provide to the Customer any passwords and accounts necessary to access the Hosting Environment.

C. **Restrictions on Use**: The Customer shall not use the Software in any manner that is not expressly authorized by this Hosting Agreement or that violates any applicable law. The

Customer shall not (i) copy, download, or otherwise reproduce the Software or any other customer's data in whole or in part; (ii) modify, translate, or create derivative works of the Software; (iii) reverse engineer, decompile, disassemble or otherwise reduce the Software to human perceivable form; (iv) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the Software or the Customer's right to Use the Software; or (v) remove or modify any copyright, trademark, or other proprietary notice of PTG affixed to the media containing the Software or appearing within the Software. PTG reserves all rights not expressly granted to the Customer under this hosting agreement.

D. **<u>Code Escrow</u>**. Within thirty (30) days of the Customer's final acceptance of the Software and payment of all outstanding charges, if any, PTG shall deposit the Software code with Iron Mountain (or other software escrow agent) pursuant to the terms of the code escrow agreement executed by the parties and the software escrow agent concurrently herewith (the "Source Code Escrow Agreement").

14. <u>Customer Data.</u>

A. **<u>Customer Data</u>**. Accuracy and completeness of "Customer Data" as that term is defined in Section 6, provided to PTG, will be the responsibility of the Customer (City and/or Users) and such Customer Data shall be deemed to be the Customer's Confidential Information. Customer hereby grants all such rights and permission in or relating to Customer Data as are useful by PTG, and/or its subcontractors in the performance of its obligations hereunder.

B. **<u>Maintenance of Customer Data</u>**. PTG will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by PTG. PTG will promptly, and not later that within 24 hours of discovery by PTG, notify the City of any loss, damage to, or unauthorized access of, Customer Data. PTG will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by PTG.

C. **<u>Unauthorized Access of Customer Data.</u>** The parties are required to comply with all Federal, State and Municipal Regulations, Rules, Polies, Laws, Statutes and Ordnances. Regarding unauthorized Access of Customer Data, in addition to any stated contract security terms, PTG and its subcontractors will comply with the mandates of Code of Alabama 1975, § 8-38-3 through § 8-38-10 (Alabama Data Breach Notification Act of 2018). PTG shall also comply with Massachusetts law to the extent applicable, including 201 CMR §§17.03 and 17.04, M.G.L. c. 66A §2, and M.G.L. c. 93H §3A.

15. <u>Security Provisions.</u>

A. **<u>Generally.</u>** PTG will use commercially reasonable efforts, consistent with industry standards, to provide security for the Software and Customer Data and to protect against both unauthorized access to the Hosting Environment, and unauthorized communications between the Hosting Environment and the Customer's browser. The parties expressly recognize that, although PTG shall take such commercially reasonable steps, or cause such reasonable steps to be taken, to prevent security breaches, it is impossible to maintain flawless security.

PTG shall not be responsible for any damage caused by unauthorized destruction, loss, interception, or alteration of any Customer Data by unauthorized persons, unless such unauthorized destruction, loss, interception, or alteration is caused by PTG's failure to maintain security equivalent to SOC 1/ SSAE 18 or most current SSAE, PTG's Sub-contractor's failure to use and maintain security equivalent to SOC 1 and SOC 2 Type II or PTG's negligence or that of its agents, servants, officers or employees.

B. Viruses. PTG represents and warrants to the Customer that the Software and Hosting Equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. The first check will take place before first Use by the Customer. PTG or its Subcontractors will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. PTG or its Subcontractors will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to the Customer by PTG or a Subcontractor, PTG will promptly notify the Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means PTG and its Subcontractors have used to purge the virus. PTG shall ensure that the Service Provider shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.

C. Data Protection. PTG shall provide and maintain standardized security protection mechanism and systems in use by PTG subcontractors equivalent to SSAE 18 or later SOC 2 Certificate with the necessary and appropriate policies and procedures to comply with the Alabama Data Breach Notification Act, Ala Code 8-38-1, et seq. or current Alabama statutory or regulatory provisions relevant to the security of software services in Alabama. PTG acknowledges that it is liable to maintain the security and privacy of the Customer Data and may be held liable for a breach of its security which results in the improper or unauthorized release of protected information.

D. PTG System and Organization Controls. Within thirty (30) days after the Software "goes-live" for use by Customer, PTG shall, at its own expense, engage a qualified firm to prepare an SSAE 18 or later SOC 1 Type II audit report of PTG's control standards used in the development, maintenance, and operation of PTG's software and services. The initial evaluation period of such report shall not exceed six (6) months. PTG shall provide Customer a summary or equivalent of such initial report, with appropriate safeguards to protect the confidentiality of PTG's sensitive information contained therein, promptly following issuance of such report. PTG shall, at its own expense, engage a qualified firm to update its SOC 1 Type II audit report annually thereafter, and, upon request, provide Customer a summary or equivalent of such annual report, with appropriate safeguards to protect the confidentiality of PTG's sensitive information contained therein.

E. **Data Center SOC and Assurance Reports**. PTG will, at its own expense, provide Customer on an annual basis during the Term, as part of its quality assurance system covering Services under this Contract, the SOC 2 report for its data center provider (currently Rackspace Hosting, Inc.), penetration testing results, disaster recovery tests, and samples of vulnerability scans (collectively, the "Assurance Reports"). All such Assurance Reports shall be delivered to Customer subject to appropriate safeguards to protect the confidentiality of sensitive information contained therein. Additional review and reporting requested by Customer beyond the Assurance Reports shall be at Customer's sole expense.

16. Term; Termination.

A. **Term**. The initial term of this Hosting Agreement shall begin upon the Effective Date and shall continue for an Initial Term period of sixty months. Upon completion of the initial term, this Hosting Agreement will renew for additional one-year terms at the same annual fee in Exhibit B (each a "Renewal Term"), unless the City gives written notice to PTG of the City's intent to not renew at least sixty (60) days before the start of any renewal term. Termination without cause shall be upon written notice of either party of its desire to terminate this Hosting Agreement at least sixty (60) days before the start of any Renewal Term. The period of the Initial Term and any Renewal Term of this Hosting Agreement shall be referred to collectively as the "Term."

B. **Termination for Default**. Either party has the right to terminate this Hosting Agreement if the other party is in default of any material obligation under this Hosting Agreement, which default is incapable of cure, or which, being capable of cure, has not been cured within sixty (60) calendar days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize in writing).

C. **Termination for Acts of Insolvency**. Either party may terminate this Hosting Agreement by immediate written notice to the other party, and may regard the other party as in default of this Hosting Agreement, if the other party makes a general assignment for the benefit of creditors, files a voluntary petition for bankruptcy protection, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

D. **Termination for Convenience**: The Customer may terminate this Hosting Agreement for convenience upon sixty (60) days advance written notice to PTG, provided that no reimbursement shall be made by PTG to the Customer for any monthly Fees paid by the Customer during the Term of this Hosting Agreement.

E. **Effect of Termination**. In the event this Hosting Agreement is terminated:

a. The rights granted to the Customer under this Hosting Agreement shall not terminate until Contractor and Sub-Contractor's has/have provided to the Customer any and all Customer Data and Customer Confidential Information provided under this Hosting Agreement in a format usable to the Customer;

b. PTG will promptly deliver to the Customer a back-up copy of the latest version of the Customer Data that it has on the Hosting Environment. The Customer shall not be charged a fee for such back-up copy;

c. PTG will provide transition services to the Customer in connection with the transfer of hosting of the Software to a third party or to the Customer's site. The Customer shall be charged a reasonable service fee for such services, based on time and materials;

d. The expiration or termination of this Hosting Agreement for any reason will not relieve the Customer of its obligation to pay any monthly amount due and owing before the date of expiration or termination and will not affect any other rights or liabilities of the parties which may have accrued before the date of expiration or termination. In the event that this Hosting Agreement is terminated by Customer under Section 16-D, or by PTG under Sections 16-B or 16-C, prior to

Customer's payment of 60 installments of the monthly fee for services referenced in Paragraph 1 (as set forth on Exhibit B), then Customer shall pay PTG upon such termination a lump sum equal to 60 months of such services fee minus the number of installments Customer paid the monthly fee prior to such termination (such amount, the "Service Fee True-Up"); and

e. At the end of this Agreement, PTG and all Sub-contractors will delete the Customer Data on PTG and all Sub-Contractor servers hosting the Cloud Services unless Alabama law requires retention.

17. <u>Warranties and Representations.</u>

A. **<u>Representations and Warranties of both Parties</u>**. Each party represents and warrants that (a) it has the authority to enter into and perform its obligations under this Hosting Agreement, (b) all necessary actions, corporate or otherwise, have been taken to authorize the execution and delivery of this Hosting Agreement, which constitutes a valid and binding obligation upon each party, subject to applicable laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. PTG warrants that it has authorization and license to use and provide such software and systems and it shall indemnify Customer under Paragraph 18 from any third party claims regarding the unlicensed use of such property or systems. That for each Supported Software license that Customer acquires that such product and system shall substantially perform the functions described in the associated documents in all material respects when operated in the supported environment.

B. **<u>Customer Representations and Warranties</u>**. The Customer represents and warrants that it shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting Environment:

(i) any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous, or promotes such activity;

(ii) any site information, content or other information or material that infringes any intellectual property rights of any third party, violates any contractual or fiduciary relationships, or is otherwise objectionable to a third party; or

(iii) any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

C. PTG shall maintain security for Customer information for itself and its subcontractors equal to and consistent with SSAE 18 or newer SOC 1 or 2 Type II Certification to insure compliance with all privacy and security laws and regulations and further agrees to comply with all applicable laws, ordinances, and codes of the Federal, State and local governments including those laws, ordinances, and regulations as stated herein.

D. <u>Exclusions</u>. Notwithstanding any provisions of this Hosting Agreement to the contrary, PTG does not warrant that:

(i) the Customer will at all times be able to access the Hosting Environment, or

(ii) the Customer's access to the Hosting Environment will at all times be uninterrupted or error-free.

E. Disclaimer of Warranties: Except for the express warranties contained herein, PTG disclaims any and all representations and warranties, express or implied, with respect to the Software, the Hosting Environment or any facilities or services made available under this Hosting Agreement. PTG warrants that it has full power and authority to grant the rights herein granted and will reimburse the Customer for any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the Customer under this Contract.

18. PTG's Duty of Indemnification.

A. PTG agrees to indemnify the Customer, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of the Customer, or its agents, participants, or beneficiaries) arising from or in connection with PTG's breach of its express representations and warranties in Hosting Agreement, or PTG's negligent or wrongful acts. The Customer shall promptly notify PTG of any third party claim. The Customer agrees to cooperate fully with any such defense. Should the Software become, or in PTG's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated under this Hosting Agreement, PTG may, at its option (i) procure for the Customer the right to continue using the Software, (ii) obtain for Customer a license to continue using the Software, replace or modify the Software so that it becomes non-infringing, or, if PTG determines, in its sole discretion, that (i) and (ii) are not commercially practical for PTG, then (iii) PTG may terminate this Hosting Agreement, and refund the Customer. This Section 18 states the entire liability of PTG with respect to infringement of third party intellectual property rights by the Software or any part thereof or by its operation

B. To the maximum extent permitted by applicable law, PTG will not be liable for any loss of revenue, profits or goodwill, punitive damages or losses, or damages not directly or immediately, resulting from the Software's or the Hosting Environment's performance or failure to perform pursuant to the terms of this Hosting Agreement, from the furnishing, performance or loss of use of the Software or the Hosting Environment, including, without limitation, from any interruption of business, whether resulting from breach of contract or other legal liability whatsoever, even if PTG has been advised of the possibility of such damages.

C. Notwithstanding anything to the contrary contained in this Hosting Agreement, the maximum aggregate liability of PTG arising out or relating to this Hosting Agreement not otherwise covered by insurance shall not exceed $400,000.

19. Insurance.

For the term of this Hosting Agreement, 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 be endorsed to 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. **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. Employer's 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 to Disease	$1,000,000 each employee

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 and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit 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 General Liability 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. **Excessive/Umbrella Liability Insurance**:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Primary Insurance.

All PTG policies of insurance shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City; provided, however that the City shall be liable for any additional insurance premium PTG is charged as a result.

Notice of Cancellation.

Certificates 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.

Certificates of Insurance.

Within two (2) calendar days from the date of issuance of Contract forms for execution, PTG shall deliver to the City, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. PTG shall be responsible for delivering policy renewal certificates to the City.

If the certificate of insurance referenced in this Hosting Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Hosting Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been 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.

Waiver of Subrogation.

All polices of insurance shall be endorsed to waive rights of subrogation in favor of the City; provided, however, that the City shall be liable for any additional premium PTG is charged as a result.

Additional Insured.

All policies of insurance shall be endorsed to name the City as an Additional Insured.

20. Data Breach Notification.

PTG acknowledges and agrees to comply with Alabama Act 2018-396, the Alabama Data Breach Notification Act of 2018, codified and Code of Ala. 1975, §8-CH.38, and shall have a duty to comply with its requirements and any future modifications.

21. Non-Disclosure Obligations.

Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own Confidential Information and, in any event, will use no less than a reasonable degree of care in protecting such Confidential Information, *except that* each party may disclose or permit the disclosure of any Confidential Information to its directors, officers, employees, consultants, and advisors who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the purposes set forth in this Hosting Agreement. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Hosting Agreement. Neither party will disclose to third parties the other's Confidential Information without the prior written consent of the other party, except that either party may disclose the terms of this Hosting Agreement to a potential acquirer or investor who is obligated to maintain the confidentiality of such information. The parties acknowledge information transmitted by the Customer to the Contractor and/or Service Provider may inadvertently contain Federal Tax Information (FTI). The Customer will use all reasonable efforts to prevent the transmittal of FTI to PTG and/or Service Provider under this Contract. The Customer further acknowledges that PTG and/or Service Provider does not require any "access" to, or "receipt" or "storage" of FTI to perform the Services under the Contract. PTG and/or Service Provider further acknowledges that PTG and/or Service Provider shall not knowingly access or permit access to such FTI, unless directed by the Customer. Access to FTI is out-of-scope of the Services.

22. Remedies for Breach of Confidentiality Obligations.

Each party acknowledges that the disclosure of any aspect of any of the Confidential Information of the other may give rise to irreparable injury and may not be adequately be compensated by an award of money damages. Accordingly, in either party may seek injunctive relief against the breach or threatened breach of any of the foregoing undertakings by the other, in addition to any other legal remedies which may be available.

23. Dispute Resolution.

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

24. Notices.

Unless expressly change by a writing, any notice, demand, request or delivery required or permitted to be given by a party pursuant to the terms of this Hosting Agreement shall be in writing and shall be deemed given (a) when delivered personally, (b) on the next business day after a timely delivery to an overnight courier, or (c) on the third business day after deposit in the U.S. Mail (certified or registered mail, return receipt requested, postage prepaid) and sent to the following designated representatives of the parties:

For PTG:

Mr. John R. Reidy, President
Pension Technology Group, Inc.
92 State Group
Suite 600
Boston, MA 02109

For the City:

City of Mobile
Procurement Department
205 Government Street
4th Floor, South Tower, Room 408S
Mobile, AL 36644

25. Assignments.

The City and PTG, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Hosting Agreement, with respect to all covenants of this Agreement. Neither party shall assign this Hosting Agreement and its rights and obligations under this Hosting Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party which consent may be granted or withheld at such party's sole discretion, except that PTG may assign this Hosting Agreement and its associated rights and obligations to: (i) a majority owned subsidiary or an affiliate under common control with PTG; or (ii) a successor pursuant to a merger or a sale of all or substantially all of its assets to which this Hosting Agreement relates. In the event PTG assigns its rights and obligations hereunder to a successor pursuant to a merger or sale of its assets, the Service Fee True-Up shall be waived if the City terminates this Hosting Agreement under paragraph 12-D within 6 months of such merger or sale.

26. Excusable Delays.

PTG shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of PTG or its sub-contractors. Examples of such causes include, but are not limited to: a) Force Majeure Events, Acts of God or of the public enemy, and b) Acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both PTG and subcontractor, and without the fault or negligence of either, PTG shall not be liable for any excess costs for failure to perform.

27. Governing Law.

The Hosting Agreement shall in all respects be governed by the laws of the State of Alabama, without reference to its principles of conflicts of laws. All disputes arising under, out of, or in any way connected with the Use of the Software or Hosting Environment or this Hosting Agreement shall be litigated exclusively in the state and federal courts of the State of Alabama and in no other court or jurisdiction. Each party stipulates that the Local Laws as is applicable shall have personal jurisdiction and retain venue over any disputes that arise hereunder, and it hereby irrevocably:

(i) submits to the personal jurisdiction of said courts, and

(ii) consents to the service of process, pleadings, and notices in connection with any and all actions initiated in said courts and waives any objection to venue. The parties agree that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction.

28. Compliance with Statutes and Regulations.

Neither party shall violate any applicable local, state, national or international law or regulation in the performance of its obligations under this Hosting Agreement.

i) The City and PTG warrant and certify that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of Alabama. PTG agrees to indemnify, defend, and save harmless the City against any loss, cost, damage or liability by reason of PTG's violation of this provision.

ii) The City will notify PTG of any such claim in writing and tender the defense thereof within reasonable time.

iii) PTG will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

(a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future City operations or liability, or when involvement of the City is otherwise mandated by law, the City may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);

(b) the City will reasonably cooperate in the defense and in any related settlement negotiations;

(c) PTG will be responsible to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or Services. The City shall designate an authorized representative who will be responsible for submission to PTG of complaints received by the City regarding the accessibility of PTG's products and Services. PTG shall be responsible to review and respond to all complaints regarding accessibility brought to the attention of the City. The City and PTG shall work together to determine a reasonable response and resolution of all complaints. The City acknowledges that PTG can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint.

29. Civil Rights.

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

30. Immigration Law.

By signing this Hosting Agreement, PTG affirms, for the duration of the Hosting Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, PTG shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if PTG employs one or more employees within the State of Alabama, PTG shall provide documentation establishing that PTG is enrolled in the E-Verify program.

31. Anti-Boycott.

By signing this Hosting Agreement, PTG represents and agrees that it is not currently engaged in, nor will engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

32. Independent Parties.
Nothing in this Hosting Agreement shall be construed to constitute either of the parties hereto as a partner, joint venturer, agent, representative or employee of the other party.

33. Waiver of Compliance.

Neither party shall, by mere lapse of time, without giving notice or taking other action under this Hosting Agreement, be deemed to have waived any breach by the other party of any of the provisions of the Hosting Agreement. Neither the review, approval, or acceptance by the City of the services rendered under this agreement by PTG, nor payment for any of the authorized work under this Hosting Agreement shall be construed to operate as a waiver of any rights under this Hosting Agreement or of any cause of action arising out of the performance of this Hosting Agreement, and PTG shall be and remain liable to the City in accordance with applicable law and this Hosting Agreement for damages to the City caused by PTG's performance of any of services furnished under this Hosting Agreement. The rights and remedies of the City herein are cumulative and are in addition to any other rights or remedies that the City may have at law or in equity.

34. Invalidity and Severability.

In the event that all or any part of the terms, conditions or provisions contained in this Hosting Agreement are determined to be invalid, unlawful or unenforceable to any extent by any court or tribunal of competent jurisdiction, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

35. Entire Agreement.

This Hosting Agreement, together with its Exhibits and any appendices or other attachments hereto, constitute the entire agreement between the parties in relation to this subject matter. The terms of this Hosting Agreement shall supersede the terms of any correspondence or oral agreements or understandings reached between PTG and the City up until the date of this Hosting Agreement, including without limitation any prior Confidentiality and Nondisclosure Agreements. This Hosting Agreement may not be modified except in writing signed by a duly authorized representative of both parties.

***

IN WITNESS WHEREOF, the parties have caused this Hosting Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Hosting Agreement duly authorized by all necessary and appropriate corporate action to execute this Hosting Agreement.

City of Mobile, Alabama

By: ______________________________ Date: ______________
William S. Stimpson, Mayor

Attest:

City Clerk: ____________________ Date: ______________

Pension Technology Group, Inc.

By: John R. Reidy Date: 10/29/2021
John R. Reidy, President
Pension Technology Group, Inc.

State of Florida
County of Broward
The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarizations this 29th, October. 2021 by John R. Reidy as President for Pension Technology Group.

(seal)

Vershaum Smith
Comm.: HH 164116
Expires: Aug. 11, 2025
Notary Public - State of Florida

Vershaum Smith
Notary Public Signature

Personally Known ________ OR
Produced Identification ✓
Type of Identification Drivers License

EXHIBIT A

Description of Software and Equipment

Software: PTG Software Hosted Under the Agreement.

Customer Equipment:

Dedicated high-speed Internet connection;
Personal computer running Microsoft™ Windows 2000 or a later version;
Printers that are accessible from the Network; and
Any hardware necessary to operate the above equipment.

* * *

EXHIBIT B

Pricing and Payment Schedule

Fees include all costs associated with implementation of the PTG Software in accordance to Pension Technology Group's response to the City of Mobile's Request for Proposal RFP # 5663.

Year 1	$150,000.00
Year 2	$150,000.00
Year 3	$150,000.00
Year 4	$150,000.00
Year 5	$150,000.00
Year 6	$150,000.00
Year 7	$150,000.00
Year 8	$150,000.00
Year 9	$150,000.00
Year 10	$150,000.00

Fees will be broken down into monthly installments of $12,500.00.

* * *

EXHIBIT C

The routine Hosting Support Services provided under this Hosting Agreement, shall comprise the (a) resolution of errors to the Software, and (b) help desk user support of the Software.

Hosting Support Services do not include support for third-party vendor hardware/software, integration of third-party vendor hardware/software. The Customer relieves PTG of responsibility for any code modifications, system modifications or database changes performed by the Customer or any third parties at the Customer's request and not specifically authorized by PTG. The specifics of the routine Hosting Support Services provided under this Hosting Agreement are as follows:

1. Routine Hosting Support

(a) Levels of problems will be mutually agreed upon by both the Customer and PTG and will be assigned when proper notification and documentation (e.g., issues logo) is received by PTG. PTG response time will commence with PTG confirmation that the information mentioned above is received.

(i) Urgent

(1) *Definition.* Software is not operational. Some examples of Priority 1 calls include: any interruption of the payroll process; users unable to save work in progress; software/application functionality failure; mission-critical software/application malfunction causes restart, hang, or suspend; a security breach or vulnerability is identified.

(2) *Response.* Support call returned within 30 minutes; Resources assigned to the problem within 30 minutes; solution delivered within 4 hours.

(ii) Serious

(1) *Definition.* Software is not operating with full capability but is still operational. Some examples of Priority 2 calls include: Impaired or broken functionality with significant impact to applications; frequent software/application failure; significant problems effecting software/application performance.

(2) *Response.* Support call returned within 2 hours; Resources assigned to the problem within 4 hours; solution delivered within 2 business days.

(iii) Not Critical

(1) *Definition.* Software is up and running with limited or no significant impacts. Some examples of Priority 3 calls include: Bugs which cause limited or no direct impact to performance and functionality; request to replace a bug work-around; limited impact defective functionality; software performance issues.

(2) *Response.* Support call returned within 1 day; solution delivered within 15 business days.

(b) Help Desk

(i) Availability. The Help Desk will be open on Business Days during Business Hours.

(ii) Access. Help Desk may be accessed via telephone or email. PTG will confirm receipt of requests reported via email.

(iii) Escalation. Requests not responded to or resolved within agreed upon time limits shall be escalated to the attention of the project or account manager.

2. Exclusions. Services not specifically included above are excluded from this Hosting Agreement. Any excluded services requested by the Customer and accepted by PTG will be separately charged on a time and materials basis at the current PTG standard labor rates, and could include:

(i) Support for any software not part of the Software accessed by the Customer, but connected to it or making use of its features or facilities.

(ii) Any services relating to Software enhancement requests.

(iii) Update compatibility issues surrounding third-party software interfaces, custom reports or custom forms.

(iv) Migration of production data due to system release updates.

(v) Data errors due to system failures that are not caused by PTG personnel or Software (e.g., hardware failure, virus, etc.).

* * *

EXHIBIT D

(SCOPE OF WORK TO BE PERFORMED BY PTG)

The Pension Technology Group (PTG) software is a web-based hosted pension plan management software that will seamlessly integrate with Tyler Technologies. PTG will facilitate coordination and management of ongoing support services to the Mobile Police and Firefighter's Pension Plan (MPFPP), including weekly project management meetings throughout the implementation process to assess the progress of the project, discuss resources needed, identify issues and risks, define solutions and determine if any items need to be escalated; monthly meetings with a steering committee to provide the status of the project to the MPFPP and discuss and define escalations and risks; a one-time project initiation meeting to initiate the project and review the software features and per an implementation schedule and complete a specifications review so that MPFPP can perform a detailed review. PTG shall provide issue resolutions for an issue log and quarterly provide a report on the status of the ongoing service to MPFPP.

Upon completion of the implementation plan, PTG will release the Employee Self Service site so that the MPFPP members can receive membership self-services remotely through any personal computer, mobile phone or device with an internet connection. PTG shall work directly with Tyler Technologies to design, develop and test these interfaces. PTG will perform an analysis of MPFPP's data, in all mediums, and provide detailed specification documentation how the data will be used to populate fields on each of the software screens, develop a clearly defined schedule for the conversion of data, adhere to the project schedule while documenting requirements, procedures, any changes and ensure clean data as of the conversion date, with any necessary clean-up projects completed, and identify all client-specific data requirements, including, but not limited to, a confirmation of all MPFPP communications, sample benefit calculations for all plan features, customized conversion file layouts for additional required data, assess test files, extract second test conversion files, process second test files and report findings, complete additional iterations of testing until both parties agree that the data conversion process has been fully tested, process live data files and report results. At the completion of the conversion PTG will provide a reconciliation report which will include members, beneficiaries, retirees, account balances and benefit payroll balances. The software shall configure interfaces and extracts, configure form letters, set up reports, finalize transition plans, prepare a training plan and accurately perform benefit calculations.

During the life of the contract, PTG and its sub-contractors shall provide encryption, at all times using an encryption standard certified by the National Institute of Standards and Technology, for the two way interface (transmission and at rest) of all customer data, update the system with annual changes in statutory limits, interest rates and calculation parameters, extract data for the actuarial valuation and maintain user security. Upgrades to the system will be communicated and scheduled in advance and any upgrades to the latest available version or required additional training shall be provided to the Customer at no additional cost. Issues with the software shall have a solution within the time period(s) designated in the contract.

PTG software will accept files directly from the Munis system or through web portal transmission, identifies validation errors and interface with Tyler Munis payroll software during retiree payroll and distribution payroll processing. PTG shall be responsible for the software accurately calculating actuarial equivalence factors for use in converting the normal form of payment into an optional form of payment when a member is retiring.

PTG subcontractors shall at all times be SOC certified, will provide the MPFPP with an annual SOC report as provided in paragraphs 15-D and E of the Contract, and at no time shall PTG utilize data centers, servers or back up servers outside of the United States or store encryption keys on any server. PTG through PTG's choice of sub-contractors shall provide hosting services to the MPFPP twenty-four hours per day, seven days per week, year round, and provide live support during Customer's normal business hours and, with advance notice to PTG, at all other times. Data backups will be performed to a shared managed backup infrastructure on a scheduled basis and retained for the life of the contract and upon termination of contract, include Customer's sole possession of a complete copy of all customer data and PTG and all PTG sub-contractor's deletion of customer data from servers, back up servers or storage in any medium unless applicable law requires retention.

PTG contract is a fixed-fee contract and Customer will not be charged for future upgrades and releases to the latest available version of the PTG software. Customer will only receive additional billing for, if requested, the following Out-of-Scope services: on site implementation services not contemplated in the contract, work performed for future Customer plan design changes, third party vendor changes that occur after the finalization of the implementation phase of PTG software or data cleanup required by PTG as a result of incomplete data transmitted by Customer, or incorporation of additional available special features not included in the latest available version of the Software. PTG representatives will train the MPFPP administrative staff on how to use the PTG software and has the ability to deliver training remotely.

In the event of a breach of customer data, PTG will comply will all existing Federal laws, Alabama State Acts, Statutes and Municipal Ordinances to provide notice to the City and to all software users. PTG and all PTG current or future subcontractors shall develop, implement, and maintain a comprehensive information security program that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards.

The PTG self-service pension portal provides capabilities for calculations of benefits eligibility, interim values, retirement initiation, plan information and documents. PTG will make retirement education materials available on the self-service pension portal but will not send members marketing materials, nor provide any information or data regarding members to any vendor or source whatsoever except as useful by PTG or its subcontractors to perform its obligations hereunder.

* * *

PENSTEC-01 HGRANADOS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2021

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

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

PRODUCER **Commonwealth Ins. Partners, LLC** **2 Heritage Drive Suite 301** **North Quincy, MA 02171**	CONTACT NAME:	
	PHONE (A/C, No, Ext): **(617) 847-0005**	FAX (A/C, No): **(617) 847-0006**
	E-MAIL ADDRESS: **cwmail@cwipllc.com**	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : **The Travelers**	
INSURED **Pension Technology Group, Inc.** **92 State Street, Suite #600** **Boston, MA 02109**	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			ZLP71M88308	11/16/2020	11/16/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			BA3K667362	11/16/2020	11/16/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUP1L956725	11/16/2020	11/16/2021	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		UB3K667896	11/16/2020	11/16/2021	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Cyber Liability			ZPL61M88151	11/16/2020	11/16/2021	Each Act	5,000,000
A	Professional Liab.			ZPL61M88151	11/16/2020	11/16/2021	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is hereby issued as evidence of existing insurance coverages.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile **P.O.Box 1827** **Mobile, AL 36525**	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/17/2021

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To analyze several fire protection systems & detect defectiveness at the Convention Center

Amount of Contract:

$32,600.00

Funding Source

Project # Convention Center – Railway Corridor Sprinkler Piping CN-058-21	**Discretionary Funds**
Project String C0680 Conv Ctr-Railway Corridor Sprinkler - capital acct (20002000-42200)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Gauthier, Lana	Approved	11/4/2021 - 11:26 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/17/2021

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	11/4/2021 - 1:43 PM
Mayors Office	Barber, James	Approved	11/4/2021 - 1:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claims of Kelsey Lightfoot

Amount of Contract:

n/a

Effective Date of Contract:

11/16/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Lightfoot

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/4/2021 - 11:35 AM
Legal	Kern, Chris	Approved	11/4/2021 - 11:49 AM
Mayors Office	Barber, James	Approved	11/4/2021 - 1:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/17/2021

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Daves

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	11/4/2021 - 11:22 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	11/9/2021 - 8:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

Jennifer White
Traffic Engineering

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

Authorize Mayor to apply, accept and receive grant from ALDOT for Alabama Transportation Rehabilitation and Improvement Program-II Fiscal Year 2022 in the amount of $2,000,000.00.

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds 2,000,000.00	**Matching Funds** 0.00

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	11/10/2021 - 1:25 PM
Accounting	Daniels, Bettye	Approved	11/10/2021 - 3:01 PM
Legal	Kern, Chris	Approved	11/10/2021 - 5:23 PM
Legal	Kern, Chris	Approved	11/10/2021 - 5:24 PM
Mayors Office	Barber, James	Approved	11/10/2021 - 5:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	11/17/2021 - 8:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

Shonnda Smith, Sr. Director of Mobile Parks & Recreation

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To perform all necessary services provided under this contract.

Amount of Contract:

$50,000

Effective Date of Contract:

11/1/2021

Renewal Date of Contract:

10/1/2022

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	11/10/2021 - 11:58 AM
Budget	Sapp, Celia	Approved	11/10/2021 - 11:58 AM
Legal	Kern, Chris	Approved	11/10/2021 -

			2:40 PM
Legal	Kern, Chris	Approved	11/10/2021 - 2:41 PM
Mayors Office	Barber, James	Approved	11/10/2021 - 3:13 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Ward International Trucks LLC for two 2022 International HV607 tandem axle dump trucks for Public Works.

General Fund.

Amount of Contract:

$283,974.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20211110 Ward Agenda Package POs	Cover Memo	11/10/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	11/10/2021 - 3:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	**Fiscal Year**	**Department**	**Description**	**Amount**	**Vendor**
100	2022	(F7000) MOTOR POOL	2 2022 INTERNATIONAL HV607 TANDEM AXLE DUMP TRUCKS (SEALED BID 5623)	$283,974.00	(232872) WARD INTERNATIONAL TRUCKS

Adopted:

____
City Clerk

Bill To	Requisition 00000100-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
WARD INTERNATIONAL TRUCKS LLC
P O BOX 5375

MOBILE, AL 36605

Tel#251-433-5616
Fax 251-433-5617

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/01/21	232872	10/01/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	DUMP TRUCK AS SPECIFIED: 2022 INTERNATIONAL HV607 6X4 TANDEM AXLE DUMP TRUCK WITH OX MAVERICK DUMP BODY, TO HAVE 5 YEAR SERVICE PLAN, SERICING TO GBE DONE 4 TIMES PER YEAR. TRANSMISSION TO BE SERVICED AS PER MANUFACTURER'S RECOMMENDATION. TO HAVE 5 YEAR EXTENDED WARRANTY. VENDOR TO PROVIDE 2022 INYTERNATIONAL HV607 6X4 CHASSIS WITH OX MAVERICK BODY 15-18 YARD. AS PER MY BID #5623 AND YOUR QUOTE	2.00 EACH	141897.00000	283794.00

Additional Description Notes

2022 INTERNATIONAL HV607 6X4 TANDEM AXLE DUMP TRUCK WITH OX MAVERICK DUMP BODY, 5 YEAR 100,000 MILE NAVISTAR EXTENDED VEHICLE WARRANTY, 5 YEAR 100,000 MILE CUMMINGS ENGINE & AFTERTREATMENT EXTENDED WARRANTY, 5 YEAR UNLIMITED MILE ALLISON TRANSMISSION EXTENDED WARRANTY, 5 YEAR CHASSIS SERVICE MAINTENANCE PLAN, NAVISTAR "SILVER PACKAGE" 2 YEAR SUBSCRIPTION TO WEB-BASED ON COMMAND SERVICE INFORMATION AND ON COMMAND PARTS INFORMATION. REQUESTED BY PUBLIC SERVICES.

The Above Line Item Is Required By: 09/08/21

1 2000.80.00.0000.0000.0000.0000.0000.47120.
E E0050 .VEHICLEEXP. . 283794.00

```
================================================================================
  Bill To                            |         Requisition 00000100-00  FY 2022
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.47120.
  MOBILE, AL                         |Review:
  36601                              |Buyer:
  vendorinvoices@cityofmobile.org    |Status: Approved                   Page 2
================================================================================
  Vendor                                 Ship To
  WARD INTERNATIONAL TRUCKS LLC          MOTOR POOL
  P O BOX 5375                           745 BROAD STREET

                                         MOBILE, AL 36604
  MOBILE, AL 36605                       CARTERD@CITYOFMOBILE.ORG

  Tel#251-433-5616                       Delivery Reference
      Fax 251-433-5617                   DIANE CARTER-MCCARTY

                                         Deliver To
                                         MOTOR POOL
                                         745 BROAD STREET

                                         MOBILE, AL 36604
```

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/01/21	232872	10/01/21			MOTOR POOL

```
 LN Description / Account                              Qty     Unit Price     Net Price

    Ship To
    MOTOR POOL
    745 BROAD STREET
    MOBILE, AL 36604
    Delivery Reference
    DIANE CARTER-MCCARTY

    Deliver To
    MOTOR POOL
    745 BROAD STREET
    MOBILE, AL 36604
```

Requisition Link

```
                              Requisition Total                          283794.00

     ***** Project Ledger Summary Section *****
     Account                                               Amount  Remaining Budget
     E E0050     .VEHICLEEXP.          .                283794.00          16206.00

     ***** General Ledger Summary Section *****
     Account                                               Amount  Remaining Budget
     2000.80.00.0000.0000.0000.0000.0000.47120.
                                                        283794.00
        CAPITAL IMPROVEMENTS FUND EXP   VEHICLE ACQ (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                  Comment
     Approved  10/01/21  BRENDA RHODES
     Approved  10/01/21  TIFFANY HOLLINS          Auto approved by: 910511034
     Approved  10/01/21  RELYA MALLORY            Auto approved by: 910511034
```

Bill To	Requisition 00000100-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
WARD INTERNATIONAL TRUCKS LLC
P O BOX 5375

MOBILE, AL 36605

Tel#251-433-5616
Fax 251-433-5617

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/01/21	232872	10/01/21			MOTOR POOL

LN Description / Account Qty Unit Price Net Price

Approved	11/10/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	11/10/21	DONALD ROSE	Auto approved by: 9105paij
Approved	11/10/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/10/21	JOHN PAINE	

Authorized By: ______________________________ Date: ______________
Signature

Bid 5623	WARD INT	Empire Truck Sales			
Truck 1	IN Stock 141,897.00	DEL UNKNOWN 144,320.00			
Truck 2	IN Stock 141,897.00	DEL UNKNOWN 144,320.00			
Truck 3	DEL 180-240 Days 149,827.00	DEL UNKNOWN 144,320.00			
Truck 4	DEL 180-240 Days 149,827.00	DEL UNKNOWN 144,320.00			

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en   Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/11/2021	5623	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, October 29, 2021

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
QTY 2 to 4	**TANDEM AXLE 16 CUBIC YARD DUMP TRUCK**					

Tandem Axle 16 Cubic Yard Dump Truck as per the following and attached specifications:

Make ____________________ Model ____________________

Literature and specifications on product to be provided.

Pricing wil be the main consideration in the award of this bid

Delivery might be considered in the award of this bid, but pricing will be the main consideration.

City of Mobile desires delivery within 120 days of issuance of Purchase Order.

Vendor shall state time to deliver after receipt of Purchase Order for vehicle.

Vehicles to be provided with 5-year Service Plan.

Vehicles to be provided with extended warranties on all components for 5 Years. Provide documentation of extended warranty.

Due to CDL limitations, these trucks are to have no tow/trailer packages or hitches.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**.

Page 1 of 4

TOTAL ______

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name ______________________

Typed Signature ______________________

We will allow a discount __________ % 20 days from date of receipt of goods and correct invoice of completed order.

By ______________________

1. All quotations must be signed with the firm name and by an authorized officer or employee
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft** Or **Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

Pricing to be firm for one (1) year period following the award of the bid.

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________

By ______________________

We will allow a discount ________% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_______ of _______

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Page 3 of 4

Delivery and availability for trucks in stock or due shortly.

1.) Truck MFR ____________________ Model____________________

Engine ____________________ Transmission_______________

Dump Body MFR _______________ Size______________________

Single Frame Rail

With Vertical Exhaust Stack _______________

With underbody Turned Down Exhaust _______________

Available after issuance of purchase order _____________________

2.) Truck MFR ____________________ Model____________________

Engine ____________________ Transmission_______________

Dump Body MFR _______________ Size______________________

Single Frame Rail

With Vertical Exhaust Stack _______________

With underbody Turned Down Exhaust _______________

Available after issuance of purchase order _____________________

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ____

By ____

We will allow a discount ________% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page ______ of ______

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 3.) Truck MFR ____________ Model ____________ Engine ____________ Transmission ____________ Dump Body MFR ____________ Size ____________ Single Frame Rail With Vertical Exhaust Stack ____________ With underbody Turned Down Exhaust ____________ Available after issuance of purchase order ____________ 4.) Truck MFR ____________ Model ____________ Engine ____________ Transmission ____________ Dump Body MFR ____________ Size ____________ Double Frame Rail With Vertical Exhaust Stack ____________ With underbody Turned Down Exhaust ____________ Single Frame Rail With Vertical Exhaust Stack ____________ With underbody Turned Down Exhaust ____________ Available after issuance of purchase order ____________					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ____________________

By ____________________

We will allow a discount ________% 20 days from date of receipt of goods and correct invoice of completed order.

DUMP BODY SPECIFICATIONS

16 CUBIC YARD FRAME TYPE DUMP BODY

Dump body – frame type – 16’		Yes or No
Cubic yardage - 16		Yes or No
Tailgate height 50”		Yes or No
Tarp tie rail both sides		Yes or No
Dump body access steps both sides		Yes or No
Tailgate	Air operated	Yes or No
Dump body	Cab Shield: Full Width – ½ (24”)	Yes or No
	Asphalt Apron, 8” push type	Yes or No
	Bolt On Center Board Pockets	Yes or No
	Lights: LED Standard	Yes or No
	Oval S/T/T	Yes or No
Console:	Clutch Shift Air	Yes or No
Conspicuity tape:	Side & Tailgate	Yes or No
Mudflaps and brackets:		Yes or No
Pto:	for Allison Automatic Transmission	Yes or No
	PTO Muncie CS Series (Auto)	Yes or No
Tarp system:	TARP System – Installed	Yes or No
	Installation: Installed	Yes or No
	Brand: Donovan	Yes or No
	Manual/Electric: Electric	Yes or No
	Type: Arm	Yes or No
	Aluminum/Steel: Aluminum	Yes or No
	Tarp Size: 90”x20’	Yes or No
	Tarp Type: Asphalt	Yes or No

CHASSIS SPECIFICATIONS

AXLE CONFIG:	6X4	Yes or No
MISSION:	GVWR 56000. Calc. GVWR: 56000	Yes or No
DIMENSION:	201.00, CA: 133.90, Axle to Frame: 63.00	Yes or No
ENGINE, DIESEL:	{Cummins L9 350} EPA 2017, 350 HP @ 2000 RPM, 1150 lb.-ft Torque @ 1400 RPM, 2200 RPM Governed speed, 350 Peak HP (Max)	Yes or No

There shall be an engine exhaust brake installed with variable vane turbo charger or equal feature. Yes or No

Hand throttle shall be installed. Yes or No

FRAME RAILS	Chassis shall have single frame rails.	Yes or No
FRAME RAILS	120,000 PSI FRAME RAILS	Yes or No
TRANSMISSION/AUTOMATIC:	{Allison 3000 RDS} 5th Generation with 80,000-lb GVW and GCW Max On/Off Highway	Yes or No
AXLE, FRONT NON-DRIVING:	16,000-lb Capacity	Yes or No
AXLE, REAR TANDEM:	{Meritor MT-40-14X-4DCR} 40,000-lb Capacity	Yes or No

Truck shall have driver controlled locking differential for both rear axles. Control(s) shall be dash mounted. Yes or No

Rear wheel ratio of 4.88 or appropriate for rear end Yes or No

CAB:	Conventional, Day Cab	Yes or No
TIRE, FRONT:	(2) 385/65R22.5 Load Range L, 68 MPH, All-Position	Yes or No
TIRE, REAR:	(8) 11R22.5 Load Range G, 75 MPH, Drive	Yes or No
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-400-54} Walking Beam, 40,000-lb Capacity, Rubber Springs	Yes or No
TOW, HOOK FRONT:		Yes or No
BUMPER, FRONT:	Swept Back, Steel, Heavy Duty	Yes or No
BRAKE SYSTEM, AIR:	Dual System for Straight Truck Applications	Yes or No
TRAILER CONNECTIONS:	Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	Yes or No

DRAIN VALVE:	{Bendix DV-2} Automatic	Yes or No
AIR BRAKE ABS		Yes or No
AIR COMPRESSOR	Minimum CFM of 18.0 CFM.	Yes or No
AIR SYSTEM	shall have air dryer.	Yes or No
AIR DRYER	{Bendix AD-9} with Heater	Yes or No
EXHAUST HEIGHT	10' if Vertical	Yes or No
MUFFLER/TAIL PIPE GUARD	(1) Aluminum	Yes or No
ELECTRICAL SYSTEM	12 Volt	Yes or No
BACK-UP ALARM	Electric, 102 dBA	Yes or No
RUNNING LIGHT	(2) Daytime	Yes or No

TRANSMISSION, AUTOMATIC
{Allison 3000 RDS} Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway Yes or No

TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter Yes or No

TRANSMISSION OIL	Synthetic	Yes or No
PTO LOCATION	Dual, Customer intends to Install PTO at Left and/or Right Side of Transmission	Yes or No
CAB	Conventional, Day Cab	Yes or No
AIR CONDITIONER	with Integral Heater and Defroster	Yes or No

SEAT, DRIVER: {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust Yes or No

MIRROR, CONVEX, HOOD MOUNTED Yes or No

GRAB HANDLE	Chrome	Yes or No
SEAT, PASSENGER	{National} Non-Suspension, High Back, Fixed Back, Integral Headrest, Cloth	Yes or No

CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger Yes or No

SUN VISOR	(2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	Yes or No

ARM REST, RIGHT, DRIVER SEAT		Yes or No
CAB SOUND INSULATION		Yes or No
WINDOW, POWER	(2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	Yes or No
STEERING COLUMN	Shall have tilt feature	Yes or No
HAND THROTTLE	shall be installed	Yes or No
FUEL TANK	No less than 65 Gallons	Yes or No
DEF TANK	No less than 6.7 gallons	Yes or No

CHASSIS SERVICE PLAN

Chassis Service Plan 4 Times per year for 5 years. 20 total PM Service.

Quarterly Services: Oil change

Oil filter

Fuel filters

Check all fluid levels

Grease chassis

10,000 miles or 3 months, whichever is first.

Annual Services: crankcase service

Crankcase filter

Valve adjustment

Air filter

DPF remove and reinstall

DPF cleaning

DPF gasket replacement

Update/reset ECM

Transmission to be serviced as per manufacturer's recommendations for service.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

.

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel Daves

Purpose and Scope of Project:

To accept a contract with Speaks & Associates Consulting Engineers, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council-public Works (Infrastructure/Consultant/other related services.)

Amount of Contract:

$44,000.00

Funding Source

Project # C0549 **Discretionary Funds**

Project String 20002000-48020 **Contract Number:**3613

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/10/2021 - 1:56 PM
Capital	Hollins, Tiffany	Rejected	11/10/2021 - 1:09 PM
			11/10/2021 -

Engineering	Amberger, Nick	Rejected	2:12 PM
Engineering	Williams, LaShey	Approved	11/10/2021 - 1:17 PM
Engineering	Amberger, Nick	Approved	11/10/2021 - 2:19 PM
Capital	Hollins, Tiffany	Approved	11/10/2021 - 2:32 PM
Legal	Kern, Chris	Approved	11/10/2021 - 2:45 PM
Mayors Office	Barber, James	Approved	11/10/2021 - 3:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/17/2021

Submitted by:
Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To make roof repairs caused by Hurricane Sally at the Mobile Civic Center Arena

Amount of Contract:
$108,350.00

Funding Source

Project # Civic Center Arena – Hurricane Roof Repairs CC-077-21	**Discretionary Funds**
Project String G-DIS20-1.CATEGORY E (50265026.48010)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/1/2021 - 11:45 AM
Accounting	Daniels, Bettye	Approved	11/4/2021 - 3:08 PM
Legal	Kern, Chris	Approved	11/5/2021 - 10:26 AM
Legal	Kern, Chris	Approved	11/5/2021 - 10:27 AM
Mayors Office	Barber, James	Approved	11/10/2021 - 3:15 PM