AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 10, 2020, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Pastor Josh Sparkman, Christ Presbyterian Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   November 3 & 4, 2020

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Denise Wiley, 606 Janwood Drive, for a waiver of the Noise Ordinance on November 21, 2020, from 5:30-10:00 p.m. (District 5).

   Request of Emily Naron, Ultimate Audio Fabrication, 3404 Moffett Road, Suite 1, for a waiver of the Noise Ordinance on December 4, 2020, from 6:00-9:00 p.m. (District 1).

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

    Bryan Fuenmayor

ESSENTIAL/COVID 19 ITEMS HELD OVER

34-040 Ordinance to amend Chapter 34 of the City Code regarding short-term lodging or rentals (sponsored by Councilmembers Manzie & Gregory) (submitted by Chris Arledge, Council Attorney).

01-793 Authorize intergovernmental agreement with Mobile County for Nevius Road Extension, $1,500,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

08-816 Approve purchase order to Lytx Inc. for 483 annual subscriptions for fleet tracking, drivecam access & driver safety management services, $192,176.04 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-817 Approve purchase order to UJ Chevrolet Co Inc. for one 2021 15 passenger van, $28,692.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-818 Approve purchase order to Insight Public Sector for 73 refurbished computers, $33,074.84 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-819 Authorize contract (renewal) with Chris Brewer Contracting, Inc. for 2021 City Wide Annual Sidewalk Repair & Maintenance (D1-7); $1,775,000.00 (sponsored by Mayor Stimpson and City Council) (submitted by Nick Amberger, Engineering Department).

21-820 Authorize contract with H. M. Yonge & Associates, Inc., for Saenger Theatre - Mechanical Upgrades, $101,400.00 (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

ESSENTIAL/COVID 19 ITEMS

01-821 Authorize agreement with the Public Park and Recreation Board of the City of Mobile for the renovation of the Ladd Peebles Stadium locker rooms, $500,000 (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Ricardo Woods, Legal Department).

01-822 Authorize agreement with the Mobile Museum Board to manage, operate and promote the facilities (sponsored by Mayor Stimpson) (submitted by Chris Kern, Legal Department).

03-823 Appoint Eloise Taylor to the Mobile Museum of Art Board (sponsored by Councilmember Rich) (submitted by Lisa C. Lambert, City Clerk).

08-824 Approve item based bid for ammunition from Precision Delta Corp (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-825 Approve purchase order to Gametime for shade sail replacement at Medal of Honor Park, $22,325.88 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-826 Approve purchase order to Terraview for Rangepro X8 UAV, $25,542.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-827 Approve purchase order to Toter LLC for 588 garbage carts, lids, hinges & fasteners, $60,973.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-828 Authorize contract with McElhenney Construction Company, LLC., for 2019 Drainage Group-C (Belle Isle and Woodcliff Drive North) (D4); $246,652.50 (sponsored by Mayor Stimpson & Councilmember Williams) (submitted by Nick Amberger, Engineering Department).

21-829 Authorize contract with Guardian Pest Control Inc dba Knox Pest Control for pest control services at various City facilities; $30,874.00 per year (3 years); SC-045-20; (10043037-42140); sponsored by Mayor Stimpson; submitted by Brad Christensen, Real Estate Asset Management Dept

21-830 Authorize contract with Neel-Schaffer Inc. for the design and development of the Innovating St. Louis Street: Mobile's Technology Corridor project (No Matching Funds) (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Jennifer Greene, Programs & Project Management).

37-831 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) license for Old Shell Food Mart, 3000 Old Shell Road, Suite B (sponsored by Councilmember Richardson).

37-832 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor license for 41 Daiquiri and Foods, 5602 Old Shell Road (sponsored by Councilmember Richardson).

58-833 Declare weeds noxious, Weed Lien Group 1609

60-834 Approve award of special bonus for the October Firefighter of the Month, Fire Service Captain Samuel L. Allen (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

60-835 Approve settlement agreement and release of claims - Phillip Daffin (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-836 Determine an appropriation to the New Lyons Park Tennis Association, Inc., serves a public purpose and approve payment, $1,000.00 (sponsored by Councilmember Manzie) (submitted by Rebecca Christian, Accounting Department).

60-837 Determine an appropriation to The Blessing Angels Gifting Tree serves

a public purpose and approve payment, $2,500.00 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).
60-838 Determine an appropriation to the United Methodist Inner City Mission of Mobile, Inc. serves a public purpose and approve payment, $6,580.00 (sponsored by Councilmembers Manzie, Small, Williams & Gregory) (submitted by Rebecca Christian, Accounting Department).

60-840 Request the County to hold the funds earmarked for the Nevius Road Extension project until the City is able to commit the necessary funds to construct the project in accordance with City construction standards (sponsored by Councilmember Rich).

11. CALL FOR PUBLIC HEARINGS

41-839 Call for public hearing to consider assenting to the vacation of a portion of South Conception Street, west of Metro Jail (applicant: Mobile County) (scheduled for December 8, 2020)..

41-840 Call for public hearing to consider assenting to the vacation of a portion of St. Emanuel Street, east of Metro Jail (applicant:Mobile County) (scheduled for December 8, 2020).

12. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/10/2020

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	11/5/2020 - 11:04 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

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	11/5/2020 - 11:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

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	11/4/2020 - 10:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

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	11/4/2020 - 10:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

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	11/5/2020 - 2:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/10/2020

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	10/27/2020 - 2:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

An intergovernmental agreement between the County and City providing for a two-lane extension of Nevius Road, from Hillcrest Road to Sollie Road. The City will contribute $1,500,000.00 towards the project.

Amount of Contract:

1,500,000.00

Funding Source

Project # Budget# C0527 - Nevius Road Extension **Discretionary Funds**

Project String 20002000-42140 **Contract Number:**2973

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	10/15/2020 - 12:02 PM
Capital	Hollins, Tiffany	Approved	10/15/2020 - 2:54 PM
Mayors Office	Wesch, Paul	Approved	10/15/2020 - 3:02 PM
Legal	Kern, Chris	Approved	10/15/2020 - 12:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/10/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Lytx Inc for 483 ANNUAL SUBSCRIPTIONS FOR FLEET TRACKING, DRIVECAM ACCESS, AND DRIVER SAFETY MANAGEMENT SERVICES. This purchase consolidates all of the City's "drivecam" subscriptions into a single annual purchase. Drivecam tracks City vehicles and provides video documentation of driving activity to improve driver performance.

General fund.

Amount of Contract:

$192,176.04

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20201026 Lytx Agenda Package POs	Cover Memo	10/27/2020

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Wesch, Paul	Approved	10/27/2020 - 4:05 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
526	2021	(F7000) MOTOR POOL	483 ANNUAL SUBSCRIPTIONS FOR FLEET TRACKING, DRIVECAM ACCESS, AND DRIVER SAFETY MANAGEMENT SERVICES (GSA CONTRACT)	$192,176.04	(291836) LYTX INC

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

____

City Clerk

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================================================================================
  Bill To                              |          Requisition 00000526-00  FY 2021
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |7000.40.20.0000.0000.2070.0000.0000.42110.
  MOBILE, AL                           |Review:
  36601                                |Buyer:
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 1
================================================================================
  Vendor                                   Ship To
  LYTX INC                                 MOTOR POOL
  9785 TOWNE CENTRE DR                     745 BROAD STREET

                                           MOBILE, AL 36604
  SAN DIEGO, CA 92121                      CARTERD@CITYOFMOBILE.ORG

  Tel#815-382-5168                         Delivery Reference
      Fax 858-430-4001                     DIANE CARTER-MCCARTY

                                           Deliver To
                                           MOTOR POOL
                                           745 BROAD STREET

                                           MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date       |Vendor |Date      |Ship      |         |
  Ordered    |Number |Required  |Via       |Terms    |Department
--------------------------------------------------------------------------------
  10/09/20   |291836 |10/09/20  |                    |MOTOR POOL
--------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

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

    PURCHASE AS PER GSA CONTRACT  # GS-35F-0623S,   SIN 132-52,
    LINE 6   ITEM #GSA-TIER-MS-A.
    LINE 19  ITEM 4230-FTS-A
001 ANNUAL SUBSCRIPTION AS SPECIFIED:         483.00      146.00000      70518.00
    483 MANAGED SERVICES 483 ONLINE             EACH
    ACCESS 483 FLEET TRACKING
    Additional Description Notes
    -------------
    ANNUAL SUBSCRIPTION TO INCLUDE THE FOLLOWING SERVICES:

    483 MANAGED SERVICES
    483 ONLINE ACCESS
    483 FLEET TRACKING

   1 7000.40.20.0000.0000.2070.0000.0000.42110.                         70518.00

    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
```

Bill To	Requisition 00000526-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
LYTX INC
9785 TOWNE CENTRE DR

SAN DIEGO, CA 92121

Tel#815-382-5168
Fax 858-430-4001

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
10/09/20	291836	10/09/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	ANNUAL SUBSCRIPTION AS SPECIFIED: 483 ONLINE ACCESS	483.00 EACH	144.00000	69552.00
	1 7000.40.20.0000.0000.2070.0000.0000.42110.			69552.00

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

LN	Description / Account	Qty	Unit Price	Net Price
003	ANNUAL SUBSCRIPTION AS SPECIFIED: 483 FLEET TRACKING	483.00 EACH	107.88000	52106.04
	1 7000.40.20.0000.0000.2070.0000.0000.42110.			52106.04

```
================================================================================
  Bill To                                |          Requisition 00000526-00  FY 2021
  ACCOUNTS PAYABLE                       |
  P O BOX 389                            |Acct No:
                                         |7000.40.20.0000.0000.2070.0000.0000.42110.
  MOBILE, AL                             |Review:
  36601                                  |Buyer:
  vendorinvoices@cityofmobile.org        |Status: Approved                    Page 3
================================================================================
  Vendor                                     Ship To
  LYTX INC                                   MOTOR POOL
  9785 TOWNE CENTRE DR                       745 BROAD STREET

                                             MOBILE, AL 36604
  SAN DIEGO, CA 92121                        CARTERD@CITYOFMOBILE.ORG

  Tel#815-382-5168                           Delivery Reference
      Fax 858-430-4001                       DIANE CARTER-MCCARTY

                                             Deliver To
                                             MOTOR POOL
                                             745 BROAD STREET

                                             MOBILE, AL 36604
```

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/20	291836	10/09/20			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                           192176.04

     ***** General Ledger Summary Section *****
     Account                                               Amount   Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.42110.
                                                        192176.04
        MOTOR POOL EXP                DUES & SUBSCRIPTION

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                     Comment
     Approved  10/12/20  DIANE MCCARTY
     Approved  10/22/20  DONNA MICHELE STANLEY       Auto approved by: 9105paij
     Approved  10/22/20  DONALD ROSE                 Auto approved by: 9105paij
     Approved  10/22/20  JOHN PAINE
```

Bill To	Requisition 00000526-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
LYTX INC	MOTOR POOL
9785 TOWNE CENTRE DR	745 BROAD STREET
	MOBILE, AL 36604
SAN DIEGO, CA 92121	CARTERD@CITYOFMOBILE.ORG
Tel#815-382-5168	Delivery Reference
Fax 858-430-4001	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/20	291836	10/09/20			MOTOR POOL

LN Description / Account Qty Unit Price Net Price

Authorized By: ____________________________ Date: _____________

Signature

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advatage!®, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title: **Multiple Award Schedule**

Large Category: **Information Technology**

Sub-Categories: **IT Hardware; IT Software; IT Training; Electronic Commerce; Telecommunications**

FSC Classes/Product Codes and Service Codes: **7010, J070, 7030, U012, D304**

Special Item Numbers:

Special Item No. 33411	**Purchasing of New Electronic Equipment**
Special Item No. 811212	**Maintenance of Equipment, Repair Services and/or Repair/Spare Parts**
Special Item No. 511210	**Software Licenses**
Special Item No. 611420	**Information Technology Training**
Special Item No. 54151ECOM	**Electronic Commerce and Subscription Services**
Special Item No. 517312	**Wireless Mobility Solutions**

Contract Number: **GS-35F-0623S**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract Period**: September 8, 2006 – September 7, 2021**

Contractor:

Lytx, Inc.
9785 Towne Centre Drive, San Diego, CA 92121
(858)430-4000

www.lytx.com

Pricelist current through Modification Number PS-0092, dated May 14, 2020.

TABLE OF CONTENTS

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs).

SIN	SIN Title
33411	Purchasing of New Electronic Equipment
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
511210	Software Licenses
611420	Information Technology Training
54151ECOM	Electronic Commerce and Subscription Services
517312	Wireless Mobility Solutions

1b. **Lowest Priced Model Number and Lowest Unit Price for Each SIN.**

SIN	Model Number	Unit Price (including IFF)
33411	SRV-INS-0014	$23.93
811212	4510-00001-0001	$46.90
511210	3235-00DOL-AFY	$84.00
611420	4235-00001-0000	$125.00
54151ECOM	4230-MANUAL-M	$0.95
517312	Wireless Services - Gov-A	$24.00

1c. **Hourly Rates.**

Not applicable.

2. **Maximum Order.**

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 33411 - Purchasing of New Electronic Equipment
Special Item Number 811212 – Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Special Item Number 511210 - Software Licenses
Special Item Number 54151ECOM - Electronic Commerce and Subscription Services
Special Item Number 517312 – Wireless Mobility Solutions

b. The Maximum Order value for the following Special Item Numbers (SINs) is $250,000:

Special Item Number 611420 – Information Technology Training

3. Minimum Order.

The minimum dollar value of orders to be issued is $100.

4. **Geographic Coverage**.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic delivery only.

5. Point(s) of Production.

Houston, TX U.S.

6. Discount from List Prices or Statement of Price.

Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity Discounts.

None.

8. Prompt Payment Terms.

0% - 30 days from receipt of invoice or date of acceptance, whichever is later.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are <u>not</u> accepted above the micro-purchase threshold.

10. Foreign Items.

None. Products are substantially transformed in the U.S.

11a. Time of Delivery.

TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
33411	Within 30 days of reciept
811212	Within 30 days of reciept
511210	Within 30 days of reciept
611420	Within 30 days of reciept
54151ECOM	Within 30 days of receipt
517312	Within 30 days of receipt

11b. Expedited Delivery.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
33411	As agreed upon ordering agency
811212	As agreed upon ordering agency
511210	As agreed upon ordering agency
611420	As agreed upon ordering agency
54151ECOM	As agreed upon ordering agency

517312	As agreed upon ordering agency

11c. Overnight and 2-day Delivery.

ITEM OR GROUP OF ITEMS (special (Special Item No. of nomenclature)	Expedited delivery time (Hours/Days ARO)
33411	As agreed upon ordering agency
811212	As agreed upon ordering agency
511210	As agreed upon ordering agency
611420	As agreed upon ordering agency
54151ECOM	As agreed upon ordering agency
517312	As agreed upon ordering agency

11d. Urgent Requirements.

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Point(s).

Destination

13a. Ordering Address.

Lytx, Inc. 9785 Towne Centre Drive, San Diego, CA 92121

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Office: 858-430-4000

Fax: 858-430-4001

14. Payment Address.

Lytx, Inc. DEPT 9972, Los Angeles, CA 90084

15. Warranty Provision.

Warranty is addressed in the SIN specific terms and conditions.

16. Export Packing Charges, if Applicable.

Not applicable.

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level).

None.

18. Terms and Conditions of Rental, Maintenance and Repair (if applicable).

See SIN specific terms and conditions.

19. Terms and Conditions of Installation (if applicable).

See SIN specific terms and conditions.

20. Terms and Conditions of Repair Parts (if applicable).

See SIN specific terms and conditions.

20a. Terms and Conditions for Any Other Services (if applicable).

See SIN specific terms and conditions.

21. List of Service and Distribution Points (if applicable).

U.S. (including 50 states and Washington, D.C.) and U.S. territories

22. List of Participating Dealers (if applicable).

Not applicable.

23. Preventative Maintenance (if applicable).

See SIN specific terms and conditions.

24a. Special Attributes Such As Environmental Attributes.

Not applicable.

24b. Section 508 Compliance.

Not applicable.

25. DUNS Number.

02-649-9454

26. Registration in System for Award Management (SAM) Database.

Lytx has registered in the SAM database.

27. Liability for Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor, except to the extent such injury or damage is due to the wrongful acts or negligence of the Contractor.

TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

The Lytx equipment is self-installable, however, Lytx does offer installation services.

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Lytx provides installation services and training services to the ordering activity when requested.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Those warranty terms are as follows:

(i) Product Warranty. For a period of two (2) years after the date of shipment with respect to VERs (the "VER Warranty Period"), Contractor warrants to ordering activity that the VERs, as delivered by Contractor to ordering activity, will substantially conform to the written specifications Lytx provides to ordering entity hereunder (the "Documentation"). The Warranty Period shall be extended for the duration of any period for which ordering activity purchases an extended warranty from Contractor. The foregoing warranties shall not apply if ordering activity fails to notify Contractor in writing of such defects prior to the expiration of the Warranty Period, if the defect is not reproducible, or the defect is caused by: (a) ordering activity's negligence or misuse, or events beyond Contractor's reasonable control; (b) to the extent performed by ordering activity or its representatives, the failure to install, maintain or use the VER in accordance with the Documentation and Contractor's instructions; (c) except as authorized by Contractor in writing, alterations to the VER made by anyone other than Contractor or its representatives; (d) except as authorized by Contractor in writing, any attempt to service the VER other than by Contractor or its representatives; or (e) third party software, hardware, or materials not approved or supplied by Contractor. Contractor shall not be responsible for any of ordering activity's or a third party's software, information or data contained in, stored on, or integrated with any VER returned to Contractor pursuant to the foregoing warranty. Contractor's and its suppliers' sole liability, and ordering activity's exclusive remedy, under this Section 6 shall be, at Contractor's option: (I) to use commercially reasonable efforts to correct any reproducible defects identified by ordering activity in writing during the Warranty Period which renders the VER non-conforming, (II) to replace the defective VER (with either a new or refurbished product), or (III) to accept return of the defective VER from ordering activity and provide ordering activity with a pro rata refund based on the remaining portion of the Warranty Period. Replacement VERs will assume the greater of the balance of the original Warranty Period or ninety (90) days. With respect to any hardware provided hereunder that is not manufactured by Contractor, ordering activity acknowledges and agrees that its use and possession of such product shall be governed by the terms of such product manufacturer's warranty, if any, and ordering activity agrees to look solely to the manufacturer with respect to all applicable claims. The right to enforce all warranties made by any such manufacturer are hereby, to the extent Contractor has the right, assigned to ordering activity.

(ii) Warranty Claims. To make a return under the warranties in this Section 6, ordering activity must first contact Contractor Technical Support and assist in a reasonable troubleshooting effort to restore the product to service. Upon a failure determination by Contractor Technical Support, ordering activity must request a Return Material Authorization number (RMA) within the Warranty Period. Upon approval of the request, Contractor will provide ordering activity an RMA number and a prepaid return label. For all warranty returns, ordering activity must use the return label provided by Contractor to send the product to Contractor, packaged appropriately for safe shipment. Contractor shall pay all freight charges for shipment to ordering activity of any replacement VER covered by these warranty provisions.

(iii) Service Warranty. Contractor warrants to the ordering activity that any services to be performed hereunder shall be performed in a professional and workmanlike manner. Contractor's and its suppliers' sole liability, and ordering activity's exclusive remedy, under this contract shall be for Contractor to use commercially reasonable efforts to re-perform the services. With respect to installation services provided hereunder, the foregoing warranty shall apply solely for the one (1)-year period after installation.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise expressly set forth herein, (i) the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items, (ii) Contractor disclaims all warranties, express, implied or statutory, except to the extent otherwise specified herein, (iii) Contractor makes no warranty that the software provided will work in combination with any hardware or software products provided by third parties, that the operation of the software will be uninterrupted or error free, that all defects in the software can be corrected, or that any specific result or outcome will be achieved by utilizing the products or services and (iv) Contractor makes no warranty that access to the services or associated network coverage (e.g., wireless network coverage) will be continuous or uninterrupted.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Warranty work is carried out at our return logistics center. Address as follows:
Test Technology Inc, 4 E Stow Road Suite 2, Marlton, NJ 08053

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

   a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 811212.

   b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Warranty work is carried out at our return logistics center. Address as follows:
Test Technology Inc, 4 E Stow Road Suite 2, Marlton, NJ 08053

2. MAINTENANCE ORDER

   a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

   b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

   c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

   d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

   e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment covered by a maintenance contract or warranty, the Contractor's repair service personnel shall provide ordering activity replacement equipment upon receipt of defective equipment in accordance with

Contractor's standard RMA process. For equipment not covered by a maintenance contract or warranty, Contractor does not provide repair services. Such services may be independently available to ordering activity through third party service providers.

8. MAINTENANCE RATE PROVISIONS

a. If equipment maintenance services are purchased at the listed monthly price, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

Negotiated on a case by case basis.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Not applicable.

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of **"Negotiated on a case by case basis"** per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates will be negotiated with the ordering activity on a case by case basis. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, if applicable, shall apply.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated, at a discount of 5 % from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 day period.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a 90 day period.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Lytx warrants to the person or entity that purchases a license for the Software for use pursuant to the terms of this license, that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended hardware configuration.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise expressly set forth herein, (i) the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items, (ii) Contractor disclaims all warranties, express, implied or statutory, except to the extent otherwise specified herein, (iii) Contractor makes no warranty that the software provided will work in combination with any hardware or software products provided by third parties, that the operation of the software will be uninterrupted or error free, that all defects in the software can be corrected, or that any specific result or outcome will be achieved by utilizing the products or services and (iv) Contractor makes no warranty that access to the services or associated network coverage (e.g., wireless network coverage) will be continuous or uninterrupted.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-910-0403 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24x7.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Maintenance to Driving Behavior Management Systems.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (511210) AND MAINTENANCE (54151)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE ~ NOT APPLICABLE.

7. TERM LICENSE CESSATION ~ NOT APPLICABLE.

8. UTILIZATION LIMITATIONS - (511210, 54151, AND 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

(6) Each license is non-exclusive, non-sublicensable and does not include the right to (and ordering activity shall not and shall not permit any third party to) modify, reverse engineer (except to the extent applicable law prohibits reverse engineering restrictions), incorporate or use in any other works, create derivatives of, or copy any portion of such software, or use the software for the benefit of any third party. Any violation of this provision by ordering activity shall subject such license to early termination by Contractor. Within thirty (30) days after termination of all licenses, ordering activity will return to Contractor (or destroy) the original and all copies of the software made by ordering activity.

9. SOFTWARE CONVERSIONS - (511210 AND 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING (SPECIAL ITEM NUMBER 611420)

1. SCOPE

   a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

   b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

   a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

   b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

   c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

   d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
(2) The length of the course;
(3) Mandatory and desirable prerequisites for student enrollment;
(4) The minimum and maximum number of students per class;
(5) The locations where the course is offered;
(6) Class schedules; and
(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)

*******NOTE: If offering IT Professional Services with E-Commerce, use SIN 54151S and include the Terms and Conditions applicable to the IT Professional Services offered.***

1. SCOPE
The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) and Subscription Services apply exclusively to EC and Subscription Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE
The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.
The Ordering Activity shall specify the delivery schedule as part of the initial requirement.

5. INTEROPERABILITY.
When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA
The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING
If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY
The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Not applicable.

The warranty shall commence upon the later of the following:
a. Activation of the user's service
b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING
The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING
The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

See SIN 611420 for training services pricing.

14. MONTHLY REPORTS
In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN
(a) Describe the electronic service plan and eligibility requirements.

Not applicable.

(b) Describe charges, if any, for additional usage guidelines.

Not applicable.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Not applicable.

17. CONFIDENTIALITY

Each of ordering activity and Contractor shall keep confidential all proprietary information provided to it by the other party in connection herewith until such time as such information becomes generally known to the public through no act or omission of the receiving party.

18. CLIENT DATA

As between Contractor and ordering activity, ordering activity shall own the information, data and content captured by the products in ordering activity's possession ("Data"); the Data will be ordering activity's confidential information; provided that, Contractor and its subcontractors shall have the right to use such Data (i) in connection with performance hereunder and (ii) to improve and expand Contractor's products and services as long as such Data is treated as confidential information. Contractor shall have the right (which shall survive termination and expiration of this agreement) to use and disclose the non-video and non-audio meta-data components of the Data for any purposes; provided that, Contractor does not indicate to any third party that such components were provided by, obtained from, or associated with, the ordering activity or ordering activity's drivers.

TERMS AND CONDITIONS APPLICABLE TO WIRELESS MOBILITY SOLUTIONS (SPECIAL ITEM NUMBER 517312)

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The equipment used to deliver the wireless services provided hereunder is separately provided under SIN 33411 (Purchase of Equipment).

3. WARRANTY

The equipment used to deliver the wireless services provided hereunder is separately provided under SIN 33411 (Purchase of Equipment) and the warranty applicable to such equipment is set forth on page 8.

4. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

When requested, the Contractor provides installation services and training services for a separate charge. See SIN 33411 (Purchase of Equipment) and SIN 611420 (Training Courses) for the Contractor's current offerings.

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Including, but not limited to, service area, monthly service charge, minutes included, etc.

Provision of wireless services by the Contractor is contingent upon the ordering of the Contractors's cellular video event recorder (VER) and Managed Services. The service is limited to upload of videos and related data from VERs to servers operated by or on behalf of the Contractor, as part of delivery of Managed Services.

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Data upload generally occurs in off-peak hours.

(c) Describe corporate volume discounts and eligibility requirements, if any.

Not applicable.

8. TRADE AGREEMENTS ACT

Although contracts awarded under this solicitation are subject to the Trade Agreements Act, Wireless Service under SIN 517312 is not covered by the World Trade Organization Government Procurement Agreement (WTO GPA) or any of the other Free Trade Agreement (FTA). *See* FAR 25.401 (b)(2).

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Lytx, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Lytx Inc.
www.Lytx.com
gsa@Lytx.com
o 858-430-4000

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ____________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

____
Ordering Activity Date

____
Contractor Date

BPA NUMBER_____________

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)____________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
________________________________	________________________________
________________________________	________________________________
________________________________	________________________________

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
________________________________	________________________________
________________________________	________________________________
________________________________	________________________________

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _________________________.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _________________ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
________________________________	________________________________
________________________________	________________________________
________________________________	________________________________

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

Lytx's
GSA PRICE LIST

SIN 33411 PURCHASING OF NEW ELECTRONIC EQUIPMENT

Line #	Item #	MPN #	Description	# of Units	GSA Price
Equipment					
1	ER-SF1-0020	ER-SF1-0020	Lytx SF1 Cellular Video Event Recorder	Per each unit	$545
2	ER-SF64-0020	ER-SF64-0020	Event Recorder, SF64, LTE, US	Per each unit	$545
3	ER-SF300-0027	ER-SF300-0027	Event Recorder, SF300, LTE, NA	Per each unit	$545
4	VER-DC3P-0020	3200-03P20-000C	DriveCam DC3P Cellular Video Event Recorder - daily updates that do not require return to central location - GPS on events with capability for full-time GPS. - Posted Speed Triggers - DriverID-capable Automatic updates via downloads	Per each unit	$545
5	VER-DC3P-0024	3200-03P24-000C	DriveCam DC3P Wi-Fi Video Event Recorder	Per each unit	$545
6	VER-DC3P-GSM-GSA		DriveCam DC3P GSM Video Event Recorder	Per each unit	$545

Installation Services				
7	4225-00014-0000	Installation of Wireless Access Point	Not applicable	$ 1,914.36
8	4225-00015-0000	Installation, Cable - On Site	Not applicable	$ 957.18
9	SRV-INS-0002	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	Subsequent Days	$ 957.18

10	SRV-INS-0001	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	For 1st Day	$ 1,435.77
11	SRV-INS-0003	Implementation Services	One-time Set Up Fee	$ 1,148.61
12	4230-00002-0001	Collision Accident Report (CAR)	Per Report	$ 239.29
13	SRV-INS-0008	Provisioning Fee/Per VER unit	Per VER unit	$ 47.86
14	SRV-INS-0010	DriveCam Installation Per Unit – Standard Install	Per each unit	$ 157.94
15	SRV-INS-0011	DriveCam Installation Per Unit – Complex Install (Waste, Transit)	Per each unit	$ 205.80
16	SRV-INS-0012	DriveCam Installation Per Unit – Premium Install (Coach)	Per each unit	$ 268.01
17	SRV-INS-0020	Complex Installation of Extended Harness	Per each unit	$ 57.30
18	SRV-INS-0013	DriveCam Installation Per Unit – Custom Install	Per each unit	$ 478.59
19	SRV-INS-0014	DriveCam Peripheral Install – Per Peripheral Sold	Per each unit	$ 23.93

SIN 811212 MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS

Line #	Model#	Item #	Description	GSA Price
1	WARRANTY 1 YEAR	4510-00001-0001	DriveCam Event Recorder 1 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 46.90
2	WARRANTY 2 YEAR	4510-00001-0002	DriveCam Event Recorder 2 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 93.80
3	WARRANTY 3 YEAR	4510-00001-0003	DriveCam Event Recorder 3 Year Extended Warranty (beyond year 2 – must be purchased at time of DC ER purchase)	$ 140.71

SIN 511210 - SOFTWARE LICENSES

Line #	Item #	Description	GSA Price
1	3235-00DOL-AFY	DriveCam Online Subscription (First Year)	$ 84.00
2	3235-00DOL-ASY	DriveCam Online Subscription (Subsequent Years)	$ 84.00

**Current version of software will be supplied to the ordering agency. Software term license includes annual license, tech support and software upgrades.*

lytx®

SIN 611420: INFORMATION TECHNOLOGY TRAINING

Line # 1	Training Course	DriveCam Academy
	Brief description	This session focuses on how to get more from your already operating DriveCam program. Topics in this session include: Best practices with the DriveCam program, legal updates on the use of cameras in the vehicle, effective event review and new products at Lytx. This is a per student charge. Training is held at a site provided by Lytx. Expenses for student travel and per diem are at additional costs.
	Length of Course	7 hours
	Mandatory Requirements	Must be deployed with Lytx
	Minimum/Maximum number of students per class	1 min/ 30 max
	Locations where the course is offered	Los Angeles, Dallas, Chicago, Northern New Jersey
	Class Schedule	Contact Lytx for complete schedule
	Part Number	4235-00001-0000
	GSA Price	$125.00 per individual

Line # 2	Training Course	Training for Software Usage, Event Review, Driver Coaching - Dedicated WebEx Training Session (Per Session)
	Brief description	Conducted via WebEx. Key topics covered include: how to use the software, tips on reviewing events, counseling drivers effectively and tracking program success. There will also be time dedicated to best practices for management of the program.

		This is training done via the web, not at site.
	Length of Course	3 Hours
	Mandatory Requirements	Must be deployed with DriveCam equipment
	Minimum/Maximum number of students per class	1 min/ 25 max
	Locations where the course is offered	Web Based
	Class Schedule	Per client’s request
	Part Number	4235-00004-0000
	GSA Price	$502.52 per class/group session

Line # 3	Training Course	Training for Software Usage, Event Review, Driver Coaching (On-Site/Per Day)
	Brief description	Lytx Training staff comes on site to present a comprehensive training session on how to: use the software, accurately review events, counseling drivers effectively and tracking program success. There will also be time dedicated to best practices for management of the program. This is a per class/group charge. Training is held at the client's location. Travel and per diem for instructor are at additional costs.
	Length of Course	8 Hours
	Mandatory Requirements	Must be deployed with DriveCam equipment
	Minimum/Maximum number of students per class	1 minimum/ 20 maximum
	Locations where the course is offered	Buying Activity Site
	Class Schedule	Per client’s request
	Part Number	4235-00003-0000
	GSA Price	$2,297.23 per day

SIN 54151ECOM ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

Line #	Item #	Description	GSA Price
1	4230-00SEM-A	Safety Enhancement Module Subscription- Requires DriveCam® Managed Services - (Annual Fee)	$ 80.40
2	4230-00MMS-M	120 Day Trial (DOL, Cell Transmission, Clip Review, Manual Clips) (Price Per Month)	$ 76.00
3	4230-001MS-A1	Tier 1 - Managed Service Includes standard duty, including 2 axel/4 wheel vehiclesand four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) [1 2 3]	$ 206.00
4	4230-001MS-A2	Tier 2 - Managed Service - Medium duty, including vehicles generally over 6,000 lbs and/or more than 2 axels/4wheels[1 2 3]	$ 269.00
5	4230-001MS-A3	Tier 3.Managed Service - Heavy duty, including vehicles generally over 10,000 lbs and more than 2 axels/4 wheels. [1 2 3]	$ 420.00
6	GSA-Tier1-MS-A	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) – Invoiced Annually [1 2 3]	$ 290.00
7	GSA-Tier2-MS-A	Tier 2 - Managed Service, including DriveCam Online license - Medium duty, including vehicles generally over 6,000 lbs. and/or more than 2 axels/4wheels – Invoiced Annually [1 2 3]	$ 353.00
8	GSA-Tier3-MS-A	Tier 3 - Managed Service, including DriveCam Online license - Heavy duty, including vehicles generally over 10,000 lbs. and more than 2 axels/4 wheels – Invoiced Annually [1 2 3]	$ 504.00
9	GSA-Tier1-MS-M	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day	$ 24.16

Line #	Item #	Description	GSA Price
		(example - Passenger and service vehicles) – Invoiced Monthly [1 3]	
10	GSA-Tier2-MS-M	Tier 2 - Managed Service, including DriveCam Online license - Medium duty, including vehicles generally over 6,000 lbs. and/or more than 2 axels/4wheels – Invoiced Monthly [1 3]	$ 29.41
11	GSA-Tier3-MS-M	Tier 3 - Managed Service, including DriveCam Online license - Heavy duty, including vehicles generally over 10,000 lbs. and more than 2 axels/4 wheels – Invoiced Monthly [1 3]	$ 42.00
12	4230-MANUAL-M	Manual Clip Subscription - Pay Per Manual. Manual clip is a self-triggered event that is transmitted to the Lytx data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	$ 0.95
13	4230-M2500-M	Manual Clip Subscription - 2,500 Manuals (Monthly) - Overage @ $0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the Lytx data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	$ 2,138.00
14	4230-M5000-M	Manual Clip Subscription - 5,000 Manuals (Monthly) - Overage @ $0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the Lytx data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	$ 4,038.00

Line #	Item #	Description	GSA Price
15	4230-M10000-M	Manual Clip Subscription - 10,000 Manuals (Monthly) - Overage @ $0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the Lytx data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	$ 7,600.00
16	4230-M15000-M	Manual Clip Subscription - 15,000 Manuals (Monthly) - Overage @ $0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the Lytx data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	$ 9,975.00
17	4230-M20000-M	Manual Clip Subscription - 20,000 Manuals (Monthly) - Overage @ $0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the Lytx data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	$ 11,400.00
18	4230-M25000-M	Manual Clip Subscription - 25,000 Manuals (Monthly) - Overage @ $0.95 / Clip. Manual clip is a self-triggered event that is transmitted to the Lytx data center for viewing. Subscription provided monthly quantity of manual or event reviews performed in a particular month.	$ 11,875.00
19	4230-FTS-A	Fleet Tracking Solution (Annual Subscription)	$ 107.88
20	4230-FTS-M	Fleet Tracking Solution (Monthly Subscription)	$ 8.99
21	GSA-Tier1-DCMS-A	Subscription to Managed Services, including use of cellular video event recorder, license to DriveCam Online® and limited training services for standard duty vehicles. [1 3 4 5 6]	$ 48 per month
22	GSA-Tier2-DCMS-A	Subscription to Managed Services, including use of cellular video event recorder, license to DriveCam Online® and limited training services for medium duty vehicles. [1 3 4 5 6]	$ 53 per month
23	GSA-Tier3-DCMS-A	Subscription to Managed Services, including use of cellular video event recorder, license to DriveCam Online® and	$ 66 per month

Line #	Item #	Description	GSA Price
		limited training services for heavy duty vehicles. [1 3 4 5 6]	

Note:

[1] One year minimum of Lytx® Managed Services.

[2] Lytx is aware that the Annual Fees noted may need to be prorated to meet the Government's procurement requirement. Monthly prorated fees can be negotiated at the task order level.

[3]Lytx's standard policy for subscription start date has been as agreed between ordering activity and Contractor.

[4] Title of the hardware, including video event recorder, shall remain at all times with Lytx.

[5] Ordering activity must return the video event recorder to Lytx in good condition, reasonable wear and tear. excepted, upon expiration of the applicable subscription term and shall continue to pay monthly subscription fee until return of the video event recorder.

[6] Lytx warrants the video event recorder for the duration of the subscription term.

SIN 517312 WIRELESS MOBILITY SOLUTIONS

Line #	Item #	Description	GSA Price
1	Wireless Services – Gov-A	Wireless Services (Annual Fee) [1 2]	$ 24.00

Note:
[1] Lytx is aware that the Annual Fees noted may need to be prorated to meet the Government's procurement requirement. Monthly prorated fees can be negotiated at the task order level.
[2] Data upload generally occurs in off-peak hours.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to U J Chevrolet Co Inc for one 2021 Chevrolet Express 15-passenger van.

General Fund

Amount of Contract:

$28,692.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20201027 UJ Agenda Package POs	Cover Memo	10/27/2020

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Wesch, Paul	Approved	10/28/2020 - 8:58 AM

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
1024	2021	(F7000) MOTOR POOL	1 2021 CHEVROLET 3500 EXPRESS 15-PASSENGER VAN (SEALED BID 5457)	$28,692.00	(210000) U J CHEVROLET CO INC

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

____
City Clerk

==

Bill To	Requisition 00001024-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

==

Vendor
U J CHEVROLET CO INC
7581 AIRPORT BLVD

MOBILE, AL 36608
USA
Tel#251-452-1661
Fax 251-456-3045

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
10/19/20	210000	10/19/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	VAN PASSENGER, 15 PASSENGER AS FOLLOWS:	1.00 EACH	28692.00000	28692.00

Additional Description Notes

2021 CHEVROLET 3500 EXPRESS 15 PASSENGER VAN

VENDOR TO PROVIDE 2021 CHEVROLET 3500 EXPRESS EXTENDED

AS PER MY BID #5457 AND YOUR QUOTE
Vendor Item
Inventory Item/Loc 698

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP04010 .VEHICLEEXP. . 28692.00

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 28692.00

```
=================================================================================
  Bill To                               |           Requisition 00001024-00  FY 2021
  ACCOUNTS PAYABLE                      |
  P O BOX 389                           |Acct No:
                                        |7000.40.20.0000.0000.2070.0000.0000.47120.
  MOBILE, AL                            |Review:
  36601                                 |Buyer:
  vendorinvoices@cityofmobile.org       |Status: Approved                   Page 2
=================================================================================
  Vendor                                    Ship To
  U J CHEVROLET CO INC                      MOTOR POOL
  7581 AIRPORT BLVD                         745 BROAD STREET

                                            MOBILE, AL 36604
  MOBILE, AL 36608                          CARTERD@CITYOFMOBILE.ORG
  USA
  Tel#251-452-1661                          Delivery Reference
      Fax 251-456-3045                      DIANE CARTER-MCCARTY

                                            Deliver To
                                            MOTOR POOL
                                            745 BROAD STREET

                                            MOBILE, AL 36604

---------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship       |         |
  Ordered     |Number |Required  |Via        |Terms    |Department
---------------------------------------------------------------------------------
  10/19/20    |210000 |10/19/20  |                     |MOTOR POOL
---------------------------------------------------------------------------------
 LN Description / Account                        Qty      Unit Price     Net Price

     ***** Project Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     E MP04010   .VEHICLEEXP.          .                28692.00           4804.41

     ***** General Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.47120.
                                                        28692.00        5654638.25
        MOTOR POOL EXP                  VEHICLE ACQ (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                  Comment
     Approved  10/19/20  DIANE MCCARTY
     Approved  10/22/20  DONNA MICHELE STANLEY    Auto approved by: 9105paij
     Approved  10/22/20  DONALD ROSE              Auto approved by: 9105paij
     Approved  10/22/20  JOHN PAINE


              Authorized By: ___________________________  Date: _____________
                                    Signature
```

BID TABULATION FOR BID #5457

	UJ CHEVROLET	**DONOHOO CHEVROLET**
15 PASSENGER VAN	$28,692.00	$30,081.45

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: 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:
08/03/2020	5457	VARIOUS	Broad & Virginia Street

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Froday, August 21, 2020

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
	15 PASSENGER VAN					
APPX 2-5	Van 15 Passenger Minimum, 2020 or newer, 15 Passenger Van, Ford Transit XLT or Equal, as per the attached and following Specifications. Make____________________ Model____________________ Furnish Literature and Specifications. Include Certificate of Title in price of bid. Vendor will be responsible to deliver vans to the City of Mobile Motor Pool. **Business License Required (See Instruction #14).** Upon award, the City will purchase two (2) 15 Passenger Vans.					
	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.					
	Page 1 of 2					
			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 ______________________________

By ______________________________

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

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

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 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for the current model year. At the option of the City of Mobile and the successful vendor, the award of this bid may Be extended for up to two (2) additional model years.

TO BE AWARDED ALL OR NONE.

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.

SPECIFICATIONS

---

1 – 5 **2020 or Newer 15 Passenger Van** with the following **MINIMUM** specifications:

	Yes	No
1. Powertrain – Rear Wheel Drive	_____	_____
2. Engine – Gas 4.3 Liter; V6	_____	_____
3. Alternator – 150 Amps	_____	_____
4. Transmission – 8 speed automatic	_____	_____
5. Rear axle ratio – 3.42	_____	_____
6. Four wheel antilock disc brakes	_____	_____
7. Fuel Tank Capacity – 31 gal.	_____	_____
8. Paint Color - Oxford White	_____	_____
9. Front Suspension – Coil springs and stabilizer bar	_____	_____
10. Rear Suspension – Hypoid drive axle	_____	_____
11. Battery – Heavy Duty 600 cold-cranking amps	_____	_____
12. StabiliTrak – Electronic stability control system with traction control	_____	_____
13. Steering – Power	_____	_____
14. Rear vision camera	_____	_____
15. Swing-out passenger-side door	_____	_____
16. Swing-out rear cargo door windows	_____	_____
17. Swing-out rear side door and rear door windows	_____	_____
18. 12-volt power outlet	_____	_____
19. 120-volt power outlet	_____	_____
20. Radio – AM/FM stereo with MP3 player	_____	_____
21. Air conditioning – Front and Rear	_____	_____
22. Rear auxiliary heater	_____	_____
23. Floor Covering – Full Length Vinyl Floor Covering.	_____	_____

24. Seats –Vinyl. ______ ______

25. Locks – Power. ______ ______

26. Windows – Power. ______ ______

27. Air Bags – Driver and Passenger. ______ ______

28. Brakes – Four Wheel Disc with ABS. ______ ______

29. Keys – Four keys remote keyless entry all programmed ______ ______

30. Bumper to Bumper Warranty - 3YR/36,000 miles ______ ______

31. Delivery Time – 90 days or less from purchase order issue date ______ ______

MOBILE
ALABAMA

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 <u>any and all</u> 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 <u>before</u> 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:11/10/2020

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 for 73 refurbished HP 800 G1 Core I7 computers.

General Fund.

Amount of Contract:
$33,074.84

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20201027 Ingisht Agenda Package POs	Cover Memo	10/27/2020

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Wesch, Paul	Approved	10/28/2020 - 8:58 AM

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
1050	2021	(1530) POLICE ADMIN SERVICES	73 REFURBISHED HP 800 G1 CORE I7 COMPUTERS (OMNIA COOPERATIVE PURCHASING AGREEMENT – NOT ON STATE CONTRACT)	$33,074.84	(296399) INSIGHT PUBLIC SECTOR

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary 1to perform essential minimum functions of the Council.

Adopted:

____
City Clerk

===

Bill To	Requisition 00001050-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42080.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

===

Vendor	Ship To
INSIGHT PUBLIC SECTOR	POLICE HEADQUARTERS
6820 S HARL AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
TEMPE, AZ 85283	
Tel#866-310-0184	
Fax 480-761-7781	

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/20	296399				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER OMNIA CONTRACT #4400006644.			
	PER YOUR QUOTE #22864203.			
	ATTN: DEBBIE.CHRISTIAN@INSIGHT.COM			
	PHONE: 937-415-9469			
001	EQUIPMENT COMPUTER, USED/REFURBISHED:	73.00 EACH	453.08000	33074.84

Additional Description Notes

JOY1-4893-REF WINDOWS 10 PRO
HP 800 G1-USFF/CORE i7-4770 3.4GHZ/16GB DDR3,INTEL HD GRAPHICS 4600, 1TB SSD and DVDRW.

Vendor Item
Inventory Item/Loc 15078

1 1000.30.15.1530.1545.1530.0000.0000.42080. 33074.84

Bill To	Requisition 00001050-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42080.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INSIGHT PUBLIC SECTOR	POLICE HEADQUARTERS
6820 S HARL AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
TEMPE, AZ 85283	
Tel#866-310-0184	
Fax 480-761-7781	

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/20	296399				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 33074.84

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42080.	33074.84	10442595.57
POLICE CYBER DIVISION EXP CONTRIBUTED CONTRACT SERVICES		

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

Activity	Date	Clerk	Comment
CCancelled	10/27/20	ANNE FOLEY	GL Allocation changed
Forward	10/21/20	JOHN PAINE	
Approved	10/27/20	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	10/27/20	DONALD ROSE	Approved by: 9105fola
Approved	10/27/20	JOHN PAINE	Auto approved by: 910516727

Authorized By: ____________________________ Date: _____________

munis
a tyler erp solution

Bill To	Requisition 00001050-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42080.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
INSIGHT PUBLIC SECTOR
6820 S HARL AVE

TEMPE, AZ 85283

Tel#866-310-0184
Fax 480-761-7781

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/20	296399				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price

Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Major William S. Stimpson and Councilmembers Frederick Richardson, Jr., LeVon C. Manzie, C.J. Small, John C. Williams, Joel Daves, Bess Rich, and Gina Gregory

Purpose and Scope of Project:

To accept a contract with Chris Brewer Contracting, 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:

$1,775.000.00

Funding Source

Project # SDW21 | **Discretionary Funds**

Project String 20002000-48010 | **Contract Number:**2977

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

Grant Funds | **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/22/2020 - 2:26 PM
Capital	Hollins, Tiffany	Approved	10/22/2020 - 2:56 PM
Legal	Kern, Chris	Approved	10/22/2020 - 3:51 PM

Mayors Office	Wesch, Paul	Approved	10/23/2020 - 11:46 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Levon Manzie and Mayor Stimpson

Purpose and Scope of Project:

The Saenger Theater - Mechanical Upgrades design contract is essential to on-going government operations in order that this scope of improvements to the existing mechanical systems can be designed and the construction can be completed for use of the facility by the public and for event programming in 2021.

Amount of Contract:

$101,400.00

Funding Source

Project # Saenger Theatre - Mechanical Upgrades; CL-076-20	**Discretionary Funds**
Project String 20002000-42200	**Contract Number:**2981
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	10/26/2020 - 4:23 PM
Capital	Hollins, Tiffany	Approved	10/27/2020 - 9:26 AM
Mayors Office	Wesch, Paul	Approved	10/27/2020 - 4:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor; Councilman Levon Manzie

Purpose and Scope of Project:

to authorize the Mayor and City Clerk to execute and attest, respectively, the Agreement between the City of Mobile and the Public Park and Recreation Board of the City of Mobile for the renovation of the locker rooms at Ladd Peebles Stadium

Amount of Contract:

$500,000.00

Effective Date of Contract:

11/17/2020

Funding Source

Project # Agreement with Public Park and Recreation Board of the City of Mobile

Discretionary Funds n/a

Project String n/a

Contract Number: Project No. C0551

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	Kern, Chris	Approved	11/5/2020 - 1:50 PM
Legal	Kern, Chris	Approved	11/5/2020 - 1:50 PM
Capital	Hollins, Tiffany	Approved	11/5/2020 - 1:56

			PM
Mayors Office	Wesch, Paul	Approved	11/5/2020 - 2:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the Mayor and City Clerk to execute and attest, respectively, the Agreement Between the Mobile Museum Board and the City of Mobile, for the Board to manage, operate and promote the Facilities for the duration of the Management Term

Amount of Contract:
$1,150,000

Effective Date of Contract:
11/17/2020

Funding Source

Project # Resolution for Agreement with Mobile Museum Board

Discretionary Funds n/a

Project String n/a

Contract Number:10049080-42080

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	11/5/2020 - 2:25 PM
Legal	Kern, Chris	Approved	11/5/2020 - 2:34 PM
Budget	Wesch, Paul	Approved	11/5/2020 - 3:43

			PM
Legal	Kern, Chris	Approved	11/5/2020 - 4:37 PM
Legal	Kern, Chris	Approved	11/5/2020 - 4:38 PM
Mayors Office	Wesch, Paul	Approved	11/5/2020 - 5:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Rich

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	11/4/2020 - 11:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve the award of an Item-based bid for Ammunition to Precision Delta Corp.

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
20201104 Ammo Agenda Package Bids	Cover Memo	11/4/2020

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Wesch, Paul	Approved	11/4/2020 - 11:58 AM

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 accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendors, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5480	Ammunition	8	Various, see bid tab	Renewable in six months, for one additional six month period	Precision Delta Corp

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

____
City Clerk

BID 5480

			18017	13494	18019
295574	CLYDE ARMORY INC	No Response			
276251	CRAIG'S FIREARMS SUPPLY	No Response			
289964	ED'S PUBLIC SAFETY	No Bid			
70105	G T DISTRIBUTORS INC	No Response			
295106	GOLD COAST ARMORY	No Response			
78918	GULF STATES DISTRIBUTORS	No Response			
	KINETIC INDUSTRIES	No Response			
285822	LAWMEN'S & SHOOTERS SUPPLY	No Response			
293984	PRECISION DELTA CORP		$329.00/case 1000 rds/case	$114.75/case 250 rds/case	$295.00 /case 5000 rds/case
295673	ON TARGET AMMUNITION LLC	No Response			
150315	RAY O'HERRON CO INC	No Response			
194140	SMYRNA POLICE DISTRIBUTORS	No Response			
	SPORTS MARKETING SOUTH	No Response			
295095	THE SPORTSMANS HEADQUARTERS	No Response			
294716	TRA-FX PUBLIC SAFETY SUPPLY	No Response			

BID 5480

18020	18021	18022	15852	18023
$625.00 / case 1000 rds/case	$123.00 /case 500 rds/case	$167.50 /case 500rds/case	$107.50/case 500rds/case	$93.00/case 500rds/case

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: en   Buyer: 006

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:
10/14/2020	5480	Police	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Friday, October 30, 2020

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
	AMMUNITION					
Appx 0-200,000 Rnds	AMMUNITION/WINCHESTER, 223 REM, 55 GRAIN FMJ, (USA223R1L). NO SUBSTITUTE Make ____________ Model ____________ Rounds Per Case ____________					
Appx 0-8,000 Rnds	AMMUNITION SHOTGUN, 12GA, 00 BUCK, 9 PELLET, 2-3/4", LOW RECOIL, 250 ROUNDS PER CASE, WINCHESTER RA12005 NO SUBSTITUTE Make ____________ Model ____________ Rounds Per Case ____________					
Appx 0-20,000 Rnds	AMMUNITION/WINCHESTER, .22 LONG RIFLE, 40 GRAIN, LRN (X22LR) 5000 ROUNDS PER CASE. NO SUBSTITUTE. Make ____________ Model ____________ Rounds Per Case ____________					
	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 ____________________

By ____________________

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

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 <u>May</u> 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 4					
Appx 0 - 2000 Rnds	AMMUNITION/WINCEHSTER, .223, 55 GRAIN, FRANGIBLE SF (RA223SFY) 200 ROUNDS PER CASE. NO SUBSTITUTE Make ______________ Model ______________ Rounds Per Case ______________					
Appx 0- 20000 Rnds	AMMUNITION/WINCHESTER .38SPL, 130 GRAIN, FMJ (Q4171) 500 ROUNDS PER CASE. NO SUBSTITUTE Make ______________ Model ______________ Rounds Per Case ______________					
Appx 0- 8000 Rnds	AMMUNITION/WINCHESTER, .380 AUTO, 95 GRAIN JHP T-SERIES (RA380T) 500RNDS PER CASE. NO SUBSTITUTE Make ______________ Model ______________ Rounds Per Case ______________					
Appx 0- 8000 Rnds	AMMUNITION .380 CAL. 95GR FMJ, WINCHESTER Q4206 500/CASE. NO SUBSTITUTE City #15852 Make ______________ Model ______________ Rounds Per Case ______________					
Appx 0- 200000 Rnds	AMMUNITION/WINCHESTER, 9MM LUGER, 115 GRAIN FMJ- VALUE PACK (USA9MMVP), NO RELOADS 1000RNDS PER CASE. NO SUBSTITUTE Make ______________ Model ______________ Rounds Per Case ______________					
			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

Minimum quantity shown is minimum quantity to be purchased on the items listed above, upon award.

GENERAL SPECIFICATIONS FOR ALL AMMUNITION:

Duty Rounds are No Substitute.

Pricing to be valid for 6 months from award of bid.

At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for an additional 6 month period.

Provide literature and specifications on all alternate products bid.

Quote delivered pricing FOB Mobile.

Include all freight and delivery charges in your pricing. City will not pay freight or handling charges after the fact.
The City of Mobile will not add freight, fuel surcharges, handling, inside delivery, unloading charges, hazardous material charges, etc., after the fact.

The City reserves the right to request a sample for evaluation if the City of Mobile so decides.

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.

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					

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.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Questions involving the bid specifications will NOT be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

TO BE AWARDED ON AN 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.

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:11/10/2020

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of Purchase Order to Gametime for a replacement UltraShade Triangle Shade Sail, installed, at Medal of Honor Park.

CIP

Amount of Contract:
$22,325.88

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20201104 Gametime Agenda Package POs	Cover Memo	11/4/2020

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Wesch, Paul	Approved	11/4/2020 - 2:20 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
122	2021	(3032) ARCHITECTURAL ENGINEERING	ULTRA-SHADE TRIANGLE SHADE SAIL REPLACEMENT, INSTALLED, FOR MEDAL OF HONOR PARK (OMNIA/US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT)	$22,325.88	(289913) GAMETIME

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary 1to perform essential minimum functions of the Council.

Adopted:

____
City Clerk

Bill To	Requisition 00000122-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
GAMETIME
P O BOX 680121

FORT PAYNE, AL 35968

Tel#205-368-9279
Fax 205-663-5012

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
BRENDA.RHODES@CITYOFMOBILE.ORG

Delivery Reference
SHANNON @ 251.508.7752

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/20	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

General Notes

AS PER U. S. COMMUNITIES CONTRACT#2017001134, AND YOUR QUOTE#100556-01-01, DATED AUGUST 27, 2020
J. A. DAWSON WILL BE THE INSTALLER COM BUSINESS LECENSE#103926

LN	Description / Account	Qty	Unit Price	Net Price
001	1 M-Shade - Ultra Shade -Triangle Sail Replacement for 49-9 x 38-8 x 48-3 Includes cables, clamps and hardware U. S. Communities Contract#2017001134 Quote#100556-01-01	1.00 EACH	4296.13000	4296.13
	1 2000.80.00.0000.0000.0000.0000.0000.42140. E C0237 .NONCONTRCT. .			4296.13

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
Delivery Reference
SHANNON @ 251.508.7752

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

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================================================================================
  Bill To                             |           Requisition 00000122-00  FY 2021
  ACCOUNTS PAYABLE                    |
  P O BOX 389                         |Acct No:
                                      |2000.80.00.0000.0000.0000.0000.0000.42140.
  MOBILE, AL                          |Review:
  36601                               |Buyer:
  vendorinvoices@cityofmobile.org     |Status: Approved                   Page 2
================================================================================
  Vendor                                  Ship To
  GAMETIME                                PARKS SAGE AVE
  P O BOX 680121                          48 N. SAGE AVE
                                          NORTH SIDE DOOR
                                          MOBILE, AL 36607
  FORT PAYNE, AL 35968                    BRENDA.RHODES@CITYOFMOBILE.ORG

  Tel#205-368-9279                        Delivery Reference
      Fax 205-663-5012                    SHANNON @ 251.508.7752

                                          Deliver To
                                          ARCHITECTURAL ENGINEERING
                                          205 GOVERNMENT STREET
                                          5TH FLR S TOWER ROOM 546
                                          MOBILE, AL 36644


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship       |         |
  Ordered    |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  10/02/20   |289913 |         |                     |ARCHITECTURAL ENGINEERING
--------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
002 1 M-Shade Ultra Shade - Triangle             1.00    4146.75000       4146.75
    Sail Replacement for 56-9 x 34-7 x           EACH
    48-5 Includes cables, clamps, and
    hardware U. S. Communities
    Contract#2017001134
    Quote#100556-01-01

   1 2000.80.00.0000.0000.0000.0000.0000.42140.
     E C0237     .NONCONTRCT.          .                                  4146.75

    Ship To
    PARKS SAGE AVE
    48 N. SAGE AVE
    NORTH SIDE DOOR
    MOBILE, AL 36607
    Delivery Reference
    SHANNON @ 251.508.7752

    Deliver To
    ARCHITECTURAL ENGINEERING
    205 GOVERNMENT STREET
    5TH FLR S TOWER ROOM 546
    MOBILE, AL 36644


003 1 INSTALL Ultra Shade -                      1.00   13274.00000      13274.00
    Installation of Shade Sails U. S.            EACH
    Communities Contract#2017001134
    Quote#100556-01-01

   1 2000.80.00.0000.0000.0000.0000.0000.42140.
```

Bill To | Requisition 00000122-00 FY 2021
ACCOUNTS PAYABLE |
P O BOX 389 |Acct No:
|2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL |Review:
36601 |Buyer:
vendorinvoices@cityofmobile.org |Status: Approved Page 3

Vendor
GAMETIME
P O BOX 680121

FORT PAYNE, AL 35968

Tel#205-368-9279
Fax 205-663-5012

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
BRENDA.RHODES@CITYOFMOBILE.ORG

Delivery Reference
SHANNON @ 251.508.7752

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/20	289913				ARCHITECTURAL ENGINEERING

LN Description / Account Qty Unit Price Net Price
E C0237 .NONCONTRCT. . 13274.00

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
Delivery Reference
SHANNON @ 251.508.7752

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

004 Freight U. S. Communities 1.00 609.00000 609.00
Contract#2017001134 EACH
Quote#100556-01-01

1 2000.80.00.0000.0000.0000.0000.0000.42140.
E C0237 .NONCONTRCT. . 609.00

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
Delivery Reference
SHANNON @ 251.508.7752

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00000122-00 FY 2021

Acct No:
2000.80.00.0000.0000.0000.0000.0000.42140.
Review:
Buyer:
Status: Approved

Vendor
GAMETIME
P O BOX 680121

FORT PAYNE, AL 35968

Tel#205-368-9279
Fax 205-663-5012

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
BRENDA.RHODES@CITYOFMOBILE.ORG

Delivery Reference
SHANNON @ 251.508.7752

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/20	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 22325.88

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0237	.NONCONTRCT.	.	22325.88	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.	22325.88	

CAPITAL IMPROVEMENTS FUND EXP NON CONTRACTUAL SERVICES

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

Activity	Date	Clerk	Comment
Approved	10/02/20	KIMBERLY HARDEN	
Approved	10/02/20	CINDY KLOTZ	Auto approved by: 910515270
Approved	10/02/20	TIFFANY HOLLINS	
Approved	10/02/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	10/02/20	RELYA MALLORY	Auto approved by: 910514227
Approved	11/03/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	11/03/20	DONALD ROSE	Auto approved by: 9105paij
Approved	11/03/20	JOHN PAINE	

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Bill To	Requisition 00000122-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

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Vendor
GAMETIME
P O BOX 680121

FORT PAYNE, AL 35968

Tel#205-368-9279
Fax 205-663-5012

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
BRENDA.RHODES@CITYOFMOBILE.ORG

Delivery Reference
SHANNON @ 251.508.7752

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/20	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: ____________________________ Date: _____________
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Terraview for a RangePro X8 UAV with accessories.

General Fund.

Amount of Contract:

$25,542.00

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	Wesch, Paul	Approved	11/4/2020 - 5:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toter LLC for 88 96GAL GARBAGE CARTS, 2000 CART LIDS, 6000 CLAW HINGES, 5000 TORX FASTENERS.

General Fund.

Amount of Contract:

$60,973.68

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20201104 Toter Agenda Package POs	Cover Memo	11/4/2020

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Wesch, Paul	Approved	11/4/2020 - 5:30 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
1178	2021	(20908 GARBAGE COLLECTION)	588 96GAL GARBAGE CARTS, 2000 CART LIDS, 6000 CLAW HINGES, 5000 TORX FASTENERS (OMNIA COOPERATIVE PURCHASING AGREEMENT – NOT ON STATE CONTRACT)	$60,973.68	(205975) TOTER LLC

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

____
City Clerk

===

Bill To	Requisition 00001178-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

===

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	
Tel#704-872-8171	
Fax 704-878-0734	

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/22/20	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes -------------- PRICING AS PER YOUR QUOTE WQ 10171374 DATED 10-19-2020 AND SPER OMNIA COOPERATIVE CONTRACT #171717			
001	TRASH CONTAINERS, 96 GALLON, DARK GREEN.	588.00 EACH	43.86000	25789.68
	Additional Description Notes -------------- #79296- TOTER 96 GALLON EVR II; SANDSTONE (249) WITH BLACK (200) LID, TO INCLUDE BODY HOTSTAMP ON BOTH SIDES, WHEELS, 1/3 ASSEMBLED WITH STOP BAR AND AXLE FACTORY INSTALLED; INCLUDES 12 YR CART BODY WARRENTY; ALL OTHER COMPONENTS 10 YRS Vendor Item Inventory Item/Loc 7227			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			25789.68

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

```
================================================================================
  Bill To                               |           Requisition 00001178-00  FY 2021
  ACCOUNTS PAYABLE                      |
  P O BOX 389                           |Acct No:
                                        |1000.40.20.2070.2090.2070.0000.0000.44020.
  MOBILE, AL                            |Review:
  36601                                 |Buyer:
  vendorinvoices@cityofmobile.org       |Status: Approved                  Page 2
================================================================================
  Vendor                                       Ship To
  TOTER LLC                                    PUB WORKS - TRASH
  P O BOX 5338                                 1900 HURTEL STREET
                                               BEFORE 2:30 PM
                                               MOBILE, AL 36605
  STATESVILLE, NC 28687

  Tel#704-872-8171
      Fax 704-878-0734

                                               Deliver To
                                               PUB WORKS-SOLID WASTE
                                               770 GAYLE STREET
                                               BEFORE 2:30 PM
                                               MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date       |Vendor |Date      |Ship       |          |
  Ordered    |Number |Required  |Via        |Terms     |Department
--------------------------------------------------------------------------------
  10/22/20   |205975 |          |                      |GARBAGE COLLECTION
--------------------------------------------------------------------------------
 LN Description / Account                    Qty      Unit Price     Net Price
002 TOTER 96 GALLON GEN II LID;            2000.00       15.10000      30200.00
    #B99796; COLOR (200) BLACK                EACH

   1 1000.40.20.2070.2090.2070.0000.0000.44020.                      30200.00

    Ship To
    PUB WORKS - TRASH
    1900 HURTEL STREET
    BEFORE 2:30 PM
    MOBILE, AL 36605

    Deliver To
    PUB WORKS-SOLID WASTE
    770 GAYLE STREET
    BEFORE 2:30 PM
    MOBILE, AL 36604


003 TOTER STRAP CLAW HINGE FOR LID;        6000.00        0.24000       1440.00
    #5197-00-0000                             EACH

   1 1000.40.20.2070.2090.2070.0000.0000.44020.                       1440.00

    Ship To
    PUB WORKS - TRASH
    1900 HURTEL STREET
    BEFORE 2:30 PM
    MOBILE, AL 36605

    Deliver To
    PUB WORKS-SOLID WASTE
```

munis a tyler erp solution

Bill To	Requisition 00001178-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
TOTER LLC
P O BOX 5338

STATESVILLE, NC 28687

Tel#704-872-8171
Fax 704-878-0734

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/22/20	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
004	TOTER TORX FASTENER FOR LID; # 5610-00-M522	5000.00 EACH	0.04000	200.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			200.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
005	FREIGHT	1.00 EACH	3344.00000	3344.00

Additional Description Notes

PER QUOTE WQ-10171374;
OMNIA PARTNERS NIPA CONTRACT # 171717
Vendor Item
Inventory Item/Loc 14009

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00001178-00 FY 2021

Acct No:
1000.40.20.2070.2090.2070.0000.0000.44020.
Review:
Buyer:
Status: Approved

Vendor
TOTER LLC
P O BOX 5338

STATESVILLE, NC 28687

Tel#704-872-8171
Fax 704-878-0734

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/22/20	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2090.2070.0000.0000.44020.			3344.00

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 60973.68

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	60973.68	3933241.10
TRASH EXP — OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/04/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	11/04/20	DONALD ROSE	Auto approved by: 9105paij
Approved	11/04/20	JOHN PAINE	

Bill To	Requisition 00001178-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor
TOTER LLC
P O BOX 5338

STATESVILLE, NC 28687

Tel#704-872-8171
Fax 704-878-0734

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/22/20	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: ______________________________ Date: ______________
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilman John C. Williams

Purpose and Scope of Project:

To accept a contract with McElhenney Construction Company, LLC., 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/Construction/other related services.)

Amount of Contract:

$246,652.50

Funding Source

Project # C0410 **Discretionary Funds**

Project String 20002000-48010 **Contract Number:**2983

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/27/2020 - 4:24 PM
Capital	Hollins, Tiffany	Approved	10/27/2020 - 4:47 PM
Legal	Kern, Chris	Approved	11/2/2020 - 11:57 AM
Mayors			11/2/2020 - 2:51

Office	Wesch, Paul	Approved	PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:
Brad Christensen, Real Estate Asset Management Dept

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
For pest control services at various City facilities

Amount of Contract:
$30,874.00 per year (3 years)

Funding Source

Project # SC-045-20 Pest Control Services at various City facilities

Discretionary Funds

Project String 10043037-42140

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	10/30/2020 - 6:11 PM
Budget	Sapp, Celia	Approved	11/2/2020 - 10:53 AM
Legal	Kern, Chris	Approved	11/2/2020 - 11:45 AM
Legal	Kern, Chris	Approved	11/2/2020 - 11:45 AM
Mayors Office	Wesch, Paul	Approved	11/2/2020 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

Jennifer Greene, Director
Programs and Project Management

Sponsored by:

Mayor William S. Stimpson and Councilman Levon Manzie

Purpose and Scope of Project:

The attached design contract between the City of Mobile and Neel-Schaffer, Inc. is to conduct the first phase of the Innovating St. Louis Street: Mobile's Technology Corridor project, and consists of tasks related to project management, master planning, survey, design and engineering. Neel-Schaffer was chosen through an ADCNR-approved competitive City of Mobile RFQ process that is aligned with the federal procurement policies, and their team consists of staff from Neel-Schaffer, McCrory & Williams (WBE/DBE), Engineering & Planning Resources (WBE/DBE), and Wattier Surveying. Their contract will contain 23% DBE participation.

This project will be implemented by the City of Mobile pursuant to the Subaward Agreement for Grant Number M1A12-ISLS between the Alabama Department of Conservation and Natural Resources (ADCNR) and the City of Mobile. Federal funds in the amount of $5,885,000.00 originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The project period per the Subaward Agreement commenced on March 1, 2020 and ends on February 28, 2023. The project's scope of work calls for the repair, replacement and/or rehabilitation of existing infrastructure facilities within the St. Louis Street right-of-way, one of the City's original streets. The underlying infrastructure, including pavement, sidewalk, utilities and storm drainage system, will be replaced, repaired and/or upgraded utilizing modern technologies. The proposed scope calls for removal of all existing roadbed (asphalt and concrete), existing sidewalk, water lines, sanitary sewer and aboveground utilities (to the extent practicably possible), replacement plans include new sidewalks, curb and gutter, roadbed with on street parking, historically-appropriate lighting, new sanitary sewer and water lines, and reconstructed and repaired stormwater system.

Amount of Contract:

$308,550

Effective Date of Contract:

11/16/2020

Funding Source

Project # CITY OF MOBILE: INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR

Discretionary Funds N/A

Project String N/A

Contract Number: N/A

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

Grant Funds $308,550

Matching Funds $0

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	11/4/2020 - 5:46 PM
Accounting	Christian, Rebecca	Approved	11/5/2020 - 11:16 AM
Legal	Kern, Chris	Approved	11/5/2020 - 2:13 PM
Legal	Kern, Chris	Approved	11/5/2020 - 2:14 PM
Mayors Office	Wesch, Paul	Approved	11/5/2020 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

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	11/4/2020 - 10:54 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

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	11/4/2020 - 10:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member: Fred Richardson	Council District 1
Council Member: Levon Manzie	Council District 2
Council Member: C. J. Small	Council District 3
Council Member: John Williams	Council District 4
Council Member: Joel Daves	Council District 5
Council Member: Bess Rich	Council District 6
Council Member: Gina Gregory	Council District 7

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien Group 1609

Effective Date of Contract:

11/10/2020

Funding Source

Project # Declare weeds noxious, Weed Lien Group 1609			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	11/5/2020 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:
Jeremy P. Lami, Fire Chief

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:
500.00

Funding Source

Project #	**Discretionary Funds**
Project String 1100-1100-49320	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Merchant, Mary Ann	Approved	11/5/2020 - 8:19 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the Mayor and City Clerk to execute and attest, respectively, the Settlement Agreement and Release of Claims arising out of the injuries of Phillip H. Daffin

Amount of Contract:
$34,000.00

Effective Date of Contract:
11/10/2020

Funding Source

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

Discretionary Funds n/a

Project String n/a

Contract Number:10049050-49160 - funding source

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	10/28/2020 - 8:48 AM
Legal	Kern, Chris	Approved	11/2/2020 - 11:24 AM
Accounting	Daniels, Bettye	Approved	11/2/2020 - 2:22 PM

Legal	Kern, Chris	Approved	11/5/2020 - 1:49 PM
Legal	Kern, Chris	Approved	11/5/2020 - 1:49 PM
Mayors Office	Wesch, Paul	Approved	11/5/2020 - 2:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/10/2020

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER LEVON MANZIE

Purpose and Scope of Project:
FUNDS WILL BE USED FOR THEIR SUMMER YOUTH CAMP 35TH ANNUAL TURKEY DAY TENNIS CLASSIC TOURNAMENT TO BE HELD NOVEMBER 20-22, 2020

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/5/2020 - 2:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER JOHN WILLIAMS

Purpose and Scope of Project:
FUNDS WILL BE USED FOR THEIR 3RD ANNUAL HOLIDAY TOY DRIVE AND sENIOR WISH TO BE HELD ON DECEMBER 19,2020

Amount of Contract:
$2,500.00

Funding Source

Project # DSC-04 / 10041020-42080	**Discretionary Funds** DSC-04
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/5/2020 - 2:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER LEVON MANZIE - GIVING $ 1,180.00
COUNCILMEMBER C. J. SMALL - GIVING $ 3,400.00
COUNCILMEMBER JOHN WILLIAMS - GIVING $ 1,000.00
COUNCILMEMBER GINA GREGORY - GIVING $ 1,000.00
TOTAL $ 6,580.00

Purpose and Scope of Project:

FUNDS WILL BE USED TO PURCHASE CYMBALS, TEARDROP FLAG, UNIFORMS AND TWO TUBA

Amount of Contract:

&6,580.00

Funding Source

Project # DSC-02 / 10041020-42200; DSC-03 / 10041020-42080; DSC-04 / 10041020-42080; AND DSC-07 / 10041020-42

Discretionary Funds DSC-02; DSC-03; DSC-04 AND DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/5/2020 - 2:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/10/2020

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	11/10/2020 - 8:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/10/2020

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	9/2/2020 - 10:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/10/2020

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	9/2/2020 - 10:59 AM