AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 3, 2020, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**
10. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

ESSENTIAL/COVID 19 ITEMS HELD OVER

27-024 Ordinance to regulate food trucks (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

88-037 Ordinance deeming property at 2318 St. Stephens Rd. not now needed for public or municipal purposes and authorizing the sale to AHM Investment, LLC (sponsored by Mayor Stimpson & Councilmember Richardson) (submitted by Michelle Melton, Deputy Director, REAM and Carleen Stout-Clark, Real Estate Department)

88-038 Ordinance deeming property located on E. I-65 Service Rd. N. not now needed for public or municipal purposes and authorizing the sale to Duff Real Estate, LLC (sponsored by Mayor Stimpson & Councilmember Richardson) (submitted by Michelle Melton, Deputy Director, REAM and Carleen Stout-Clark, Real Estate Department).

88-039 Ordinance deeming property at 320 Dauphin St., not now needed for public or municipal purposes and authorizing the sale to Jan J. Irwin (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Michelle Melton, Deputy Director, REAM and Carleen Stout-Clark, Real Estate Department)

21-811 Authorize contract with Aeiker Construction Corporation for Mims Park - Synthetic Turf Field A, $1,405,522.00 (2020CIP#2054, & 2021 CIP, D4), (sponsored by Councilmember Williams and Mayor Stimpson) (submitted by Kimberly Harden, Director of Architectural Engineering Department).

21-812 Authorize contract with Aeiker Construction Corporation for Tricentennial Park - Splashpad Improvements, $249,960.00 (2021 CIP, D1) (sponsored by Councilmember Richardson and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department)

47-814 Approve closing a portion of South Conception Street (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

47-815 Approve closing a portion of St. Emanuel Street (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

ESSENTIAL/COVID 19 ITEMS

34- 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).

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

21- 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).

11. **ORDINANCES HELD OVER**

12. **CONSENT RESOLUTIONS HELD OVER**

13. **CIP RESOLUTIONS HELD OVER**

14. **RESOLUTIONS HELD OVER**

15. **<u>ORDINANCES BEING INTRODUCED</u>**

16. **<u>CONSENT RESOLUTIONS BEING INTRODUCED</u>**

17. **<u>CIP RESOLUTIONS BEING INTRODUCED</u>**

18. **<u>RESOLUTIONS BEING INTRODUCED</u>**

    Amendment to Intern Staffing Contract with Blue Arbor Inc

    Requisition for Approval as Purchase Order to Lytx Inc

    Requisition for Approval as Purchase Order to UJ Chevrolet Co Inc

    Requisition for Approval as Purchase Order to Insight Public Sector

    Resolution for Settlement Agreement and Release of Claims - Daffin

19. **<u>CALL FOR PUBLIC HEARINGS</u>**

20. **<u>ANNOUNCEMENTS</u>**

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/3/2020

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	7/23/2020 - 3:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/3/2020

Submitted by:

Michelle Melton, Deputy Director, REAM
Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Frederick D. Richardson, Jr.

Purpose and Scope of Project:

This request is on behalf of Real Estate to authorize the Sale of 2318 St. Stephens Rd., declaring the property no longer needed for public or municipal purposes. This declaration is necessary to perform essential minimum functions of the Council and is necessary pursuant to the City of Mobile Real Estate Policy. A harm in a delay will result in a loss of sale of City-owned property that currently does not yield any revenue.

Amount of Contract:

N/A

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
Real Estate	Melton, Michelle	Approved	10/21/2020 - 9:33 AM
Legal	Kern, Chris	Approved	10/21/2020 - 10:06 AM
Mayors Office	Wesch, Paul	Approved	10/21/2020 - 10:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/3/2020

Submitted by:

Michelle Melton, Deputy Director, REAM
Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Frederick D. Richardson, Jr.

Purpose and Scope of Project:

This request is on behalf of Real Estate to authorize the Sale of land key no. 710216, E. I-65 Serv. Rd. N and Georgia Pacific Ave., declaring the property no longer needed for public or municipal purposes. This declaration is necessary to perform essential minimum functions of the Council and is necessary pursuant to the City of Mobile Real Estate Policy. A harm in a delay will result in a loss of sale of City-owned property that currently does not yield any revenue.

Amount of Contract:

N/A

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
Real Estate	Melton, Michelle	Approved	10/21/2020 - 9:34 AM
Legal	Kern, Chris	Approved	10/21/2020 - 10:05 AM

Mayors Office	Wesch, Paul	Approved	10/21/2020 - 10:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/3/2020

Submitted by:

Michelle Melton, Deputy Director, REAM
Carleen Stout-Clark, Real Estate Officer.

Sponsored by:

Mayor William S. Stimpson and Councilmember LeVon Manzie

Purpose and Scope of Project:

This request is on behalf of Real Estate to authorize the Sale of 320 Dauphin St., declaring the property no longer needed for public or municipal purposes. This declaration is necessary to perform essential minimum functions of the Council and is necessary pursuant to the City of Mobile Real Estate Policy. A harm in a delay will result in a loss of sale of City-owned property that currently does not yield any revenue.

Amount of Contract:

N/A

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
Real Estate	Melton, Michelle	Approved	10/21/2020 - 9:33 AM
Legal	Kern, Chris	Approved	10/21/2020 - 10:10 AM
Mayors Office	Wesch, Paul	Approved	10/21/2020 - 10:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/3/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Williams and Mayor Stimpson

Purpose and Scope of Project:

A construction contract is essential to on-going government operations in order that this scope of improvements can be made to the existing combination field at Mims Park and the construction can be completed for use by the public and for Parks & Recreation programming for Baseball and Football in 2021.

Amount of Contract:

$1,405,522.00

Funding Source

Project # Mims Park - Synthetic Turf Athletic Field A, PR-029-20	**Discretionary Funds**
Project String 20002000-48010	**Contract Number:** 2976
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	10/22/2020 - 9:41 AM
Capital	Hollins, Tiffany	Approved	10/22/2020 - 12:03 PM
Legal	Kern, Chris	Approved	10/22/2020 - 12:50 PM
Mayors			10/22/2020 -

Office	Wesch, Paul	Approved	2:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/3/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Richardson and Mayor Stimpson

Purpose and Scope of Project:

The Tricentennial Park - Splashpad Improvements construction contract is essential to on-going government operations in order that the existing splashpad can be repaired and improved in order to facilitate its safe use by the public and for Parks and Recreation Department programming in 2021.

Amount of Contract:

$249,960.00

Funding Source

Project # Tricentennial Park - Splashpad Improvements, PR-031-20	**Discretionary Funds**
Project String 20002000-48010	**Contract Number:**2975
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	10/22/2020 - 9:41 AM
Capital	Hollins, Tiffany	Approved	10/22/2020 - 11:39 AM
Legal	Kern, Chris	Approved	10/22/2020 - 1:04 PM
Mayors			10/22/2020 -

Office	Wesch, Paul	Approved	2:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/3/2020

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	10/22/2020 - 10:22 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/3/2020

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	10/22/2020 - 10:23 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/3/2020

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:11/3/2020

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:11/3/2020

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:11/3/2020

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/3/2020

Submitted by:

Don Rose, Procurement

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve amendment to contract with Blue Arbor Inc to provide additional intern payroll staffing services between Nov 1, 2020 and January 31, 2021 for extended Covid responsive school holiday break period.

Expansion to be funded by Alabama state grant.

Amount of Contract:

NTE $280,000 per year

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
202 YES COVID Amendment Agenda Package	Cover Memo	10/26/2020

REVIEWERS:

Department Reviewer	Action	Date
No Reviewers Available		

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME:____2020 YES INTERN PROGRAM – FALL AMENDMENT

PROJECT #__P0101. PROFTECHNC. 20002000 42200__________________

PROJECT DESCRIPTION ___PAYROLL FOR YES INTERNS

CONTRACT AMOUNT _$150,000, ADD $120,000 TO EQUAL $270,000

VENDOR NAME ______BLUE ARBOR INC__________________________

VENDOR NUMBER_295982

DEPT #__0510__________________ DEPT NAME___MAYOR'S OFFICE

CONTRACT ADMINISTRATOR _______Anitra Henderson_________________

Please Select by circling one (Type): **Service Contract**

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION: None

SHOULD RETAINAGE BE WITHHELD? Y___ N__X_ ; 5% of the 1st 50% _____ or

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

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

Prepared by: ___Don Rose_____________ Date __22 Oct 2020_________

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.*

<u>**R E S O L U T I O N**</u>

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to a contract dated March 14, 2019, by and between the City of Mobile and Blue Arbor, Inc., to increase the value of services of the contract to an amount not to exceed $280,000 per year, and to add services for a fall 2020 intern program for college students on extended break between November 1 2020 through January 31 2021 due to Covid-19 emergency, upon the same terms, for personnel staffing services for the Youth Empowered for Success summer intern program, attached hereto and made a part hereof as though set forth in full. A copy of said contract amendment is on file in the Office of the City Clerk.

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

City of Mobile

ALABAMA

Project: Personnel Staffing Services

AMENDMENT TO AGREEMENT

THIS AMENDENT to the Agreement between the City of Mobile (hereinafter "City") and Blue Arbor, Inc. dated March 14, 2019, is made and entered into this ____day of _____, 2020.

ARTICLE 1. Scope of the Work; Term. is amended to add a penultimate sentence to read, "Due to the Covid-19 emergency, the 2020 Summer program is extended to include an additional intern period beginning on or about November 1, 2020, through January 31, 2021, to provide intern experiences during the extended higher education school break periods being implemented due to Covid-19."

The last sentence is amended to read, in part, that "...The total cost of this agreement shall not exceed **$280,000** per program year."

This amendment is effective for all program periods. All other provisions remain unchanged.

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

CONTRACTOR,

Luciana Moffatt Date 10/23/20

Its President (title)
On behalf of Contractor Blue Arbor, Inc.

CITY

______________________________ Date__________
Its Mayor

ATTEST:

______________________________ Date __________
City Clerk

P0101
Cont# 2294

21.669 **RESOLUTION** 2019

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to a contract dated March 14, 2019, by and between the City of Mobile and Blue Arbor, Inc., to increase the value of services of the contract to an amount not to exceed $150,000 per year, for personnel staffing services for the Youth Empowered for Success summer intern program, attached hereto and made a part hereof as though set forth in full. A copy of said contract amendment is on file in the Office of the City Clerk.

Adopted: 07-23-19

City Clerk

City of Mobile

MOBILE
ALABAMA

Project: Personnel Staffing Services

AMENDMENT TO AGREEMENT

THIS AMENDENT to the Agreement between the City of Mobile (hereinafter "City") and Blue Arbor, Inc. dated March 14, 2019, is made and entered into this 03 day of July, 2019.

ARTICLE 1. **Scope of the Work; Term.** is amended to read, in part, that "...The total cost of this agreement shall not exceed **$150,000** per program year."

This amendment is effective for all program periods. All other provisions remain unchanged.

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

CONTRACTOR,

Lucine Moffett Date 7/8/19

Its President (title)
On behalf of Contractor

CITY

Its Mayor Date

ATTEST:

City Clerk Date 7-23-19

AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2019 (Date)   Item No. ______

Submitted by: YES Initiative (Department)   Anitra Henderson (Department Head)

Sponsored by: William S. Stimpson (Name)   Mayor (Title)

Reviewed by: ______ (Executive Director)

Routing Authorized: ______ (Mayor's Office)   ______ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Personnel Staffing Services for Youth Empowered for Success (YES) Program

PURPOSE & SCOPE OF PROJECT:
To AMEND a previously approved contract to provide personnel staffing services (payroll, insurance) for YES Interns working for the City of Mobile in June/July 2019, 2020, 2021 to INCREASE the contract amount to an amount not to exceed $150,000 per program year.

RESOLUTION ☒   ORDINANCE ☐   OTHER ☐

AMOUNT OF CONTRACT: NTE $150,000 per year, for three years

FUNDING SOURCE:

Budget Item: 20002000-42200 P0101   Discretionary Funds: ______

Budget amendment: REDUCE ☐   INCREASED ☐

Grant funds: ______   Matching funds: ______

Associated Costs:

Current year (itemize)
Type: 2019 (est)   Amount: $150,000

Future years
Year: 2020, 2021   Amount: $150,000 per year

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): N/A

If not bid, state reason: ______

How many bidders received bid packages (if applicable): 4 + web

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

Current Signed City Contract with Blue Arbor, Inc., dated March 14, 2019.

21-219

2019

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Blue Arbor, Inc., in an amount not to exceed $125,000 per year, for a one year period, and renewable without further Council approval for two additional years, for personnel staffing services for the Youth Empowered for Success summer intern program, attached hereto and made a part hereof as though set forth in full, and to approve the supporting bid award. A copy of said contract is on file in the Office of the City Clerk.

Adopted: 03-14-19

City Clerk

City of Mobile

ALABAMA

Project: Personnel Staffing Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this 14th day of March, 2019 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Blue Arbor, Inc., (hereinafter "Contractor"), a for profit company organized under the laws of the State of North Carolina.

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

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

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

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, City of Mobile Bid number 5235, and Contractor's bid submission in response to City of Mobile Bid number 5235, which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue until all tasks associated with the 2019 YES program are complete. The Agreement may be renewed with the consent of both parties for two additional one -year program periods, the 2020 program and the 2021 program. The total cost of this agreement shall not exceed $120,000 per program year.

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

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the

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

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

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

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

ARTICLE 7. **Licenses, permits, etc.**: Vendor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of Exhibit A.

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

ARTICLE 9. **Nondiscrimination**: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

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

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

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

Notices to Vendor shall be mailed to:
Blue Arbor, Inc.
PO Box 12780
413 Morton Road
New Bern, NC 28561

ARTICLE 14. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

Juana Moffett, Its President (title)
On behalf of Contractor

2/14/19 Date

CITY

[signature]
Its Mayor

3/14/19 Date

ATTEST:

[signature]
City Clerk

3-14-19 Date

EXHIBIT A City of Mobile Bid 5124 and Contractor's Bid Submission
EXHIBIT B Certificate of Insurance

EXHIBIT A Scope of Work

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

For a fixed amount per hour, per employee, stated as a percentage markup of the hourly wage of the employee, Contractor will provide the following services:

1) Hire as temporary employees ("Interns") up to approximately 150 persons, aged 16-24, as participants in a City of Mobile ("City") "Youth Empowered for Success" summer intern program. Each Intern will work for 6 to 8 consecutive program weeks during the months of June through July.

2) Provide staffing services ("Services") to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.

3) Provide Interns statutory worker's compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.

4) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City summer intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.

5) Provide Interns all of City's safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.

6) Provide live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support will be for a minimum of two days at a site determined by the City.

7) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.

8) Inform Interns in writing that they are employed by Contractor, not the City.

9) Notify Interns in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the City.

10) Prepare and distribute an Employee Handbook to Interns that identifies and explains Contractor's policies and procedures that will be followed during the course of Intern employment with Contractor.

11) Inform Interns in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the City within 24 hours of receipt of any such reports.

12) Be solely responsible for, and holding City harmless from, all administrative employment matters regarding Interns including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to the Interns. Interns will accrue no time off or sick time.

13) Pay Interns at the hourly rate directed by the City in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Alabama Labor Code. Contractor will maintain required Child Labor certificates. Contractor shall maintain complete and accurate records of all wages paid to Interns. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to City.

14) Remove employees as directed by the City.

15) Designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email.

16) In the event PHI is inadvertently transmitted to Contractor, Contractor shall immediately inform the City and the Parties shall work cooperatively to take all

necessary action to address compliance with HIPAA and state privacy laws. The services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the City's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the City, as defined in HIPAA.

17) Provide detailed invoices to the City at agreed upon intervals.

18) Cooperate with the City in promotion of the program and acknowledge that Intern images, names, and comments may be featured in promotional releases, including through social media, by the City.

19) At its sole cost and expense, procure and maintain in effect at all times throughout the Term of this Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent by a company authorized to issue insurance in the State of Alabama;
(i) Commercial General Liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than $1,000,000 per occurrence limit and $1,000,000 general aggregate limit;
(ii) Automobile Liability Insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least $1,000,000 per accident;
(iii) Full statutory coverage for Workers' Compensation in accordance with applicable state or country law; and
(iv) An Umbrella Liability policy with limits not less than $3,000,000.

City will provide the following:

1) Define desired Intern requirements.

2) Recruit, interview, screen, and select the Intern program participants. The Participating Public Agency shall perform background checks on each potential Resource prior to the beginning of their assignment.

3) Provide name, background, and contact information for each Intern to Contractor at least 30 calendar days prior to program start.

4) Define the hourly rate of pay for each Intern. The expect rate for all interns will be the current federal minimum hourly wage.

5) Reimburse (pay) the contractor for Intern documented hourly work performed at the designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of

all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses

6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.

7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.

8) Notify contractor of the specific work assignment and location of each employee.

9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.

10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Employees shall work Monday through Friday between 7 am and 5 pm, and no more than 40 hours per week. Break and lunch periods will be at the discretion of individual City supervisors.

11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.

12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.

13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.

14) City will not be liable for any conversion fees or direct hire fees.

EXHIBIT B

Contractor's Insurance

BLUEARB-01 DHWHITLE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/11/2019

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

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

PRODUCER
Towne Insurance Agency LLC
105 E. Arlington Blvd Suite B & C
Greenville, NC 27858

CONTACT NAME:
PHONE (A/C, No, Ext): (252) 756-8300
FAX (A/C, No): (252) 756-9092
E-MAIL ADDRESS:

INSURED
Blue Arbor, Inc.
P. O. Box 12780
New Bern, NC 28561

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest National Insurance Company	10120
INSURER B: AmGUARD Insurance Company	42390
INSURER C: Everest Indemnity Insurance Company	10851
INSURER D: Advantage Workers Compensation Insurance Company	40517
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			91ML001354191	01/01/2019	01/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						PROFESSIONAL	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BLAU086023	01/01/2019	01/01/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			91CUN00213191	01/01/2019	01/01/2020	AGGREGATE	$
	DED X RETENTION $ 0							$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		0310008-001	01/01/2019	01/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Crime			91CR000456191	01/01/2019	01/01/2020	Employee Theft	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Mobile AL is included as additional insured for general liability if required by written contract in accordance with endt #CG2026 attached.

CERTIFICATE HOLDER

City of Mobile
Chief Prourement Officer/ADA Cordinator
205 Government St
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Deborah Whitley

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person(s) or organization(s) who you are required by contract or agreement to name as additional insured (s) on this policy as per the terms of this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Bid Tabulation
Bid 5235 YES Payroll Staffing Services
Jan 15, 2019

Vendor Name	Point of Contact	Total Bid amount	Local/DBE Pref	Experience	Insurance	Capacity	Licenses	Web Software	Security
Clark Personnel Inc.	Alease Dodd	31% $9.50	Yes - Local 10% 28.33% 5% 29.665%	Yes	Yes	Yes	Yes	Yes TempWorks	Yes
R&M Staffing	Santachia Martin	.28% + one time set up fee $9.28	Perhaps – may be AL DBE 10% 25.33%	No – firm does not have 5 years exp, was formed in 2018	Yes	Yes	Yes	Yes Gusto.com	Yes
Spherion	Cheryl Williams	29.74% $9.41	Yes – Local/DBE 10% 27.07% 5% 28.405%	Yes	Yes	Yes	Yes	Yes Spherion WebTime	Yes
Blue Arbor	Lucine Moffett	26.7% $9.19	Low Bid 10% of bid is 2.67 5% of bid is 1.335%	Yes	Yes	Yes	Yes	Yes Ultra-staff EDGE	Yes
ATS Partners	Nina de Selding	40% $10.15	N/A	Yes	Yes	Yes	Yes	Yes Atspartners.tsheets.com	Yes

AGENDA ITEM SUMMARY SHEET

Agenda of: February 19 or 26, 2019 (Date)   Item No. ______

Submitted by: YES Initiative (Department)   Anitra Henderson (Department Head)

Sponsored by: ______ (Name)   ______ (Title)

Reviewed by: ______ (Executive Director)

Routing Authorized: ______ (Mayor's Office)   ______ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Personnel Staffing Services for Youth Empowered for Success (YES) Program

PURPOSE & SCOPE OF PROJECT:
To provide personnel staffing services (payroll, insurance) for YES Interns working for the City of Mobile in June/July 2019, 2020, 2021.

RESOLUTION ☐   ORDINANCE ☐   OTHER ☐

AMOUNT OF CONTRACT: NTE $125,000 per year, for three years

FUNDING SOURCE:

Budget Item: ______   Discretionary Funds: ______

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: ______   Matching funds: ______

Associated Costs:

Current year (itemize)
Type: 2019 (est)   Amount: NTE $125,000

Future years
Year: 2020, 2021   Amount: $125,000 per year

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): N/A

If not bid, state reason: ______

How many bidders received bid packages (if applicable): 4 + web

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #2294

PROJECT NAME:____YES Personnel Staffing

PROJECT #____________________ DATE OF RECEIPT____________________

PROJECT DESCRIPTION ___Personnel Staffing Services for YES Intern program.

CONTRACT AMOUNT _$150,000/year for up to 3 years. This is an amendment to increase contract amount $25,000 per year to reach the $150,000 per year amount.

VENDOR NAME ______Blue Arbor, Inc__________________________

VENDOR NUMBER_295982, CONTRACT NUMBER 2294 amendment for price increase.

DEPT #____________________ DEPT NAME___COMMUNICATIONS__________

CONTRACT ADMINISTRATOR _______ANITRA HENDERSON_________________

Please Select by circling one (Type): N/A - SERVICE

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION: None

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or

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

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

Prepared by: ___Don Rose______________ Date __8 July 2019_________

Revised 2/25/2016 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/3/2020

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

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 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
	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 MANAGED SERVICES 483 ONLINE ACCESS 483 FLEET TRACKING Additional Description Notes -------------- ANNUAL SUBSCRIPTION TO INCLUDE THE FOLLOWING SERVICES: 483 MANAGED SERVICES 483 ONLINE ACCESS 483 FLEET TRACKING	483.00 EACH	146.00000	70518.00
	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
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00000526-00 FY 2021

Acct No:
7000.40.20.0000.0000.2070.0000.0000.42110.
Review:
Buyer:
Status: Approved

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
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

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	

munis
a tyler erp solution

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

	Page
CUSTOMER INFORMATION	3
TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)	7
TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS (SPECIAL ITEM NUMBER 811212)	10
TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)	15
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY TRAINING (SPECIAL ITEM NUMBER 611420)	19
TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)	21
TERMS AND CONDITIONS APPLICABLE TO WIRELESS MOBILITY SOLUTIONS (SPECIAL ITEM NUMBER 517312)	25
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS	27
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY	28
BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”	31
LYTX’S OFFERING AND PRICE TABLES	32

- 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

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.

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.

<u>None</u>

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.*

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: 11/3/2020

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.*

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**
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                                  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 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           1.00    28692.00000      28692.00
    FOLLOWS:                                  EACH
    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

munis
a tyler erp solution

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
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

***** 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
APPX 2-5	**15 PASSENGER VAN** 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.					
			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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION 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 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:11/3/2020

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
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
	General Notes ------------- PER OMNIA CONTRACT #4400006644. PER YOUR QUOTE #22864203. ATTN: DEBBIE.CHRISTIAN@INSIGHT.COM PHONE: 937-415-9469			
001	EQUIPMENT COMPUTER, USED/REFURBISHED: 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	73.00 EACH	453.08000	33074.84
	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        |Vendor |Date      |Ship       |         |
  Ordered     |Number |Required  |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
     CCancelled10/27/20  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: _____________
```

```
================================================================================
  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                                  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       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |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:11/3/2020

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