



## **AGENDA**

### **MOBILE CITY COUNCIL MEETING**

Wednesday, October 6, 2021, 10:30 AM

**1. CALL TO ORDER**

**2. INVOCATION**

Pastor Chris Joiner, Life Change Ministry

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

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

**6. APPROVAL OF MINUTES**

September 28, 2021

**7. COMMUNICATIONS FROM THE MAYOR**

**8. ADOPTION OF THE AGENDA**

**9. APPEALS**

Request of Enrique Barraza, 20 Kingsway Drive, for a waiver of the Noise Ordinance on October 23, 2021, from 8:00-10:00 p.m. (District 5).

Request of Ashley Adams, Order of LaShe's, for a waiver of the Noise Ordinance at 453 Pillans Street on October 16, 2021, from 6:00-10:00 p.m. (District 2).

Request of Caroline Hall, Junior League of Mobile, for a waiver of the Noise Ordinance at Cooper Riverside Park on October 16, 2021, from 4:00-7:00 p.m. (District 2).

**10. PUBLIC HEARINGS**

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Corey Brown, d/b/a Letz Ride Taxi Service.

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

Reggie Hill

**12. CONSENT RESOLUTIONS HELD OVER**

37-807 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I license for Canary Bar, 105 N. Jackson Street (sponsored by District 2).

**13. RESOLUTIONS HELD OVER**

08-820 Approve purchase Order to CDW Government LLC for 12 display monitors for Convention Center, \$24,497.20 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-821 Approve purchase order to SCA Group LLC for anti-crime robot for Police Administrative Services, \$101,841.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-822 Approve purchase order to Tractor & Equipment Company for grader for Motor Pool, \$186,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-823 Approve purchase Order to Stopstick LTD for 60 tire deflation devices for the Police Department, \$26,094.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-827 Authorize contract with South Alabama Land Trust, Inc. for support with conservation easement activities on wetlands parcels on Brookley property (Mobile Bay Shore Habitat Conservation and Acquisition Initiative – Phase II) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Management).

31-828 Approve grant application to ADECA for construction of ADA compliant biking and pedestrian path along Three Mile Creek from the Japanese Gardens to the trestle crossing, south of Steven's Lane (sponsored by Mayor Stimpson & Councilmember Gregory) (submitted by Jennifer Greene, Programs & Project Management).

**14. CONSENT RESOLUTIONS BEING INTRODUCED**

03-834 Appoint Jacinda Hollins to the Mobile County Foundation for Public Higher Education (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

03-835 Re-appoint Sanford Davis to the Board of Adjustment (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

03-836 Re-appoint Timothy Hollis to the Citizens' Parks and Recreation Advisory Committee (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

03-837 Re-appoint Angeneka Powell to the Mobile Civic Center Advisory Board (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

03-838 Re-appoint Eunice Blakely to the Codes Advisory Committee (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

03-839 Re-appoint Theodore Blunt, Jr. (D1), Greg Hurn (D3) and Stewart Brooks (D6) to the Electrical Examiners Board (sponsored by Councilmembers Richardson, Small and Rich) (submitted by Lisa C. Lambert, City Clerk).

03-840 Re-appoint Sandra Huntley to the Mobile Tennis Center Advisory Board (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

03-841 Appoint Cameron Beckham to the Mobile City-County Youth Council (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).

46-842 Rename Lake Drive in District 1 as "Tricentennial Drive" (sponsored by Councilmember Richardson).

37-843 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor license for Fuse Kitchen, 1000 Gaillard Drive (sponsored by Councilmember Gregory).

37-844 Approve a Certificate of Public Convenience and Necessity to Corey Brown, d/b/a Letz Ride Taxi Service.

58-845 Declare weeds noxious, Weed Lien Group 1620.

58-846 Authorize removal of weeds, Group #1618.

## **15. RESOLUTIONS BEING INTRODUCED**

08-847 Approve purchase order to Sansom Equipment Co. Inc. to rebuild side load arm for garbage truck, \$33,643.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-848 Approve purchase order to Dana Safety Supply Inc. for patrol vehicle upfitting for 18 2021 Chevrolet Tahoe vehicles, \$190,620.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-849 Approve purchase order to Lytx Inc. for drivecam subscription and installation for 80 cameras for Motor Pool, \$79,259.20 (sponsored by Mayor

Stimpson) (submitted by John Paine, Purchasing Department).

08-850 Approve purchase order to Reconrobotics, Inc. for 2 bomb protection devices for the Police Department, \$32,630.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-851 Approve purchase order to W.W. Grainger Inc. for robot systems for the Police Department, \$131,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-852 Approve purchase order to Kiesler Police Supply Inc. for 12 night vision binoculars for Police Department, \$76,488.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-853 Approve purchase order to Kingdom Horse Trailers LLC for horse trailer for the Police Mounted Unit, \$48,650.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-854 Approve purchase order to North American Fire Equipment Co. Inc. for fire safety training trailer, \$258,948.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-855 Authorize contract with Protecvideo, LLC, for video surveillance consulting services - Police Department, \$100,000.00 per year (sponsored by Mayor Stimpson) (submitted by James Barber, Chief of Staff).

21-856 Authorize contract with UAV Survey, LLC, for telemetry capabilities - MPD, \$120,000.00 per year (sponsored by Mayor Stimpson) (submitted by James Barber, Chief of Staff).

60-857 Approve settlement agreement - Banerjee (sponsored by Councilmember Rich) (submitted by Chris Arledge, Council Attorney).

03-858 Confirm the appointment of Paul O. Prine as Police Chief (sponsored by Mayor Stimpson).

## **16. ANNOUNCEMENTS**



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

No Attachments Available

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/30/2021 - 3:20 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

No Attachments Available

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/4/2021 - 4:14  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

9/30/2021 -  
11:51 AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

9/30/2021 -  
11:54 AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

9/30/2021 -  
12:10 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

9/30/2021 - 2:31  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

9/30/2021 - 2:44  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

6/23/2021 - 4:17  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to CDW Government LLC for 12 LG video monitors plus mounts for Convention Center.

Convention Center Operating

**Amount of Contract:**

\$24,497.20

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                     | Type       | Upload Date |
|---------------------------------|------------|-------------|
| 20210922 CDW Agenda Package POs | Cover Memo | 9/22/2021   |

**REVIEWERS:**

| Department Reviewer              | Action   | Date                |
|----------------------------------|----------|---------------------|
| Mayors Office      Barber, James | Approved | 9/23/2021 - 2:54 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>               | <b>Description</b>                                                                                                                                                     | <b>Amount</b> | <b>Vendor</b>                              |
|--------------------|--------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------|
| <u>11597</u>       | 2021               | (F6080)<br>CONVENTION<br>CENTER | 12 LG 4K LED-LCD<br>DISPLAY MONITORS<br>WITH MOUNTS FOR<br>CONVENTION<br>CENTER<br>(SOURCEWELL<br>COOPERATIVE<br>PURCHASING<br>AGREEMENT, NOT<br>ON STATE<br>CONTRACT) | \$24,497.20   | <u>(272932) CDW<br/>GOVERNMENT<br/>LLC</u> |

Adopted:

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City Clerk

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00011597-00 FY 2021<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fo1a<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                               |                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br><br>VERNON HILLS, IL 60061<br><br>Tel#877-501-2756<br>Fax 312-705-0431 | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Delivery Reference<br>BRANDT WILHELM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602 |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 05/25/21     | 272932        |               |          |       | CONVENTION CENTER |

| LN            | Description / Account | Qty | Unit Price | Net Price |
|---------------|-----------------------|-----|------------|-----------|
| General Notes |                       |     |            |           |

|     |                                                                                                                                                                                                                                                                                                 |              |            |         |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|---------|
| 006 | PER SOURCEWELL CONTRACT #081419-CDW AND YOUR QUOTE #MJHR167.<br>ITEM: LG 65UL3G B UL3G Series<br>65 LED backlit LCD display 4K<br>Supplier Part No: 6227551<br>Manufacturer Part No: 65UL3G-B<br>Manufacturer Name: LG Commercial<br>Signage Supplier Quote No: 37171<br>NIGP: UNSPSC: 43211902 | 8.00<br>EACH | 1248.45000 | 9987.60 |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|---------|

|   |                                       |  |  |         |
|---|---------------------------------------|--|--|---------|
| 1 | 6080.70.00.0000.0000.0000.0000.44020. |  |  | 9987.60 |
|---|---------------------------------------|--|--|---------|

Ship To  
 CONVENTION CENTER  
 1 SOUTH WATER  
 MOBILE, AL 36602  
 Delivery Reference  
 BRANDT WILHELM

Deliver To  
 CONVENTION CENTER  
 1 SOUTH WATER  
 MOBILE, AL 36602

|     |                                                                                             |              |            |         |
|-----|---------------------------------------------------------------------------------------------|--------------|------------|---------|
| 007 | ITEM: LG 75UL3G B UL3G Series<br>75 LED backlit LCD display 4K<br>Supplier Part No: 6227549 | 1.00<br>EACH | 2042.11000 | 2042.11 |
|-----|---------------------------------------------------------------------------------------------|--------------|------------|---------|

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00011597-00 FY 2021<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fo1a<br>Status: Approved | Page 2 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                               |                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br><br>VERNON HILLS, IL 60061<br><br>Tel#877-501-2756<br>Fax 312-705-0431 | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Delivery Reference<br>BRANDT WILHELM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602 |
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| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 05/25/21     | 1272932       |               |          |       | CONVENTION CENTER |

| LN  | Description / Account                                                                                                                                                                                                          | Qty          | Unit Price | Net Price |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-----------|
| 1   | Manufacturer Part No: 75UL3G-B<br>Manufacturer Name: LG Commercial<br>Signage Supplier Quote No: 37171<br>NIGP: UNSPSC: 43211902<br><br>6080.70.00.0000.0000.0000.0000.44020.                                                  |              |            | 2042.11   |
|     | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602<br>Delivery Reference<br>BRANDT WILHELM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602                                          |              |            |           |
| 008 | ITEM: Chief Fusion X Large Fixed<br>Wall Mount For monitors 55 100<br>Supplier Part No: 3697421<br>Manufacturer Part No: XSM1U<br>Manufacturer Name: Chief<br>Manufacturing Supplier Quote No:<br>37171 NIGP: UNSPSC: 43000000 | 3.00<br>EACH | 208.88000  | 626.64    |
| 1   | 6080.70.00.0000.0000.0000.0000.44020.                                                                                                                                                                                          |              |            | 626.64    |

|                                                                                                          |                                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00011597-00 FY 2021<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved | Page 3 |
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|                                                                                                                               |                                                                                                                                                                                                                                     |
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| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 05/25/21     | 272932        |               |          |       | CONVENTION CENTER |

| LN  | Description / Account                                                                                                                                                                                                                   | Qty          | Unit Price | Net Price |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-----------|
|     | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602<br>Delivery Reference<br>BRANDT WILHELM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602                                                   |              |            |           |
| 009 | ITEM: Tripp Lite Display TV LCD<br>Monitor Wall Mount Tilt for 45<br>85 Flat Screens Supplier Part No:<br>3621683 Manufacturer Part No:<br>DWT4585X Manufacturer Name: Tripp<br>Lite Supplier Quote No: 37171<br>NIGP: UNSPSC: 43000000 | 9.00<br>EACH | 75.03000   | 675.27    |
| 1   | 6080.70.00.0000.0000.0000.0000.44020.                                                                                                                                                                                                   |              |            | 675.27    |
|     | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602<br>Delivery Reference<br>BRANDT WILHELM                                                                                                                               |              |            |           |

|                                                                                                          |                                                                                                                                            |        |
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| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00011597-00 FY 2021<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fola<br>Status: Approved | Page 4 |
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|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 05/25/21     | 1272932       |               |          |       | CONVENTION CENTER |

| LN  | Description / Account                                                                                                                                                                                                           | Qty          | Unit Price | Net Price |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-----------|
|     | Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602                                                                                                                                                            |              |            |           |
| 010 | ITEM: LG 86UL3G B UL3G Series<br>86 LED backlit LCD display 4K<br>Supplier Part No: 6227546<br>Manufacturer Part No: 86UL3G-B<br>Manufacturer Name: LG Commercial<br>Signage Supplier Quote No: 37171<br>NIGP: UNSPSC: 43211902 | 3.00<br>EACH | 3721.86000 | 11165.58  |
| 1   | 6080.70.00.0000.0000.0000.0000.44020.                                                                                                                                                                                           |              |            | 11165.58  |
|     | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602<br>Delivery Reference<br>BRANDT WILHELM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br>MOBILE, AL 36602                                           |              |            |           |

[Requisition Link](#)

Requisition Total

24497.20

|                                                                                                          |                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00011597-00 FY 2021<br><br>Acct No:<br>6080.70.00.0000.0000.0000.0000.44020.<br>Review:<br>Buyer: 9105fo1a<br>Status: Approved |
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Page 5

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|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br><br>VERNON HILLS, IL 60061<br><br>Tel#877-501-2756<br>Fax 312-705-0431 | Ship To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602<br>BWILHELM@MOBILECONVENTIONS.COM<br><br>Delivery Reference<br>BRANDT WILHELM<br><br>Deliver To<br>CONVENTION CENTER<br>1 SOUTH WATER<br><br>MOBILE, AL 36602 |
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| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department        |
|--------------|---------------|---------------|----------|-------|-------------------|
| 05/25/21     | 272932        |               |          |       | CONVENTION CENTER |

|                                            |                    |                  |
|--------------------------------------------|--------------------|------------------|
| Account                                    | Amount             | Remaining Budget |
| ***** General Ledger Summary Section ***** |                    |                  |
| Account                                    | Amount             | Remaining Budget |
| 6080.70.00.0000.0000.0000.0000.44020.      | 24497.20           |                  |
| CONVENTION CENTER EXP                      | OPERATING SUPPLIES |                  |

| ***** Approval/Conversion Info ***** |          |                       |                                |
|--------------------------------------|----------|-----------------------|--------------------------------|
| Activity                             | Date     | Clerk                 | Comment                        |
| Cancelled                            | 09/22/21 | ANNE FOLEY            | Requisition item added changed |
| Approved                             | 05/25/21 | TIFFANY HOLLINS       |                                |
| Approved                             | 05/25/21 | MARILYN MCMILLAN      | Auto approved by: 910514227    |
| Approved                             | 05/25/21 | RELYA MALLORY         | Auto approved by: 910514227    |
| Approved                             | 09/22/21 | BRENDA RHODES         |                                |
| Approved                             | 09/22/21 | TIFFANY HOLLINS       | Auto approved by: 910511034    |
| Approved                             | 09/22/21 | RELYA MALLORY         | Auto approved by: 910511034    |
| Forward                              | 05/25/21 | JOHN PAINE            |                                |
| Unknown                              | 09/21/21 | DONALD ROSE           |                                |
| Approved                             | 09/22/21 | DONNA MICHELE STANLEY | Auto approved by: 910516727    |
| Approved                             | 09/22/21 | DONALD ROSE           | Approved by: 9105fo1a          |
| Approved                             | 09/22/21 | SANDRA LEWIS          | Auto approved by: 910516727    |
| Approved                             | 09/22/21 | JOHN PAINE            | Auto approved by: 910516727    |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

**Solicitation Number: RFP#081419****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.**

1. *Product Warranty:* Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

2. *Services Warranty:* Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.

3. *Cloud Warranty:* Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. **SALES TAX.** Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

#### **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

## **12. AUDITS**

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

### **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **20. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of certificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED** (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

## **25. THIRD PARTY CLOUD SERVICES**

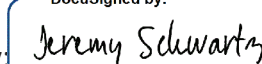
"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

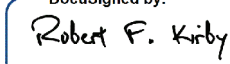
Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

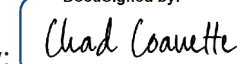
**Sourcewell**

DocuSigned by:  
By:   
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 11/9/2019 | 5:53 AM CST

**CDW Government LLC**

DocuSigned by:  
By:   
7BE3F6B21781400...  
Robert F. Kirby  
Title: President  
Date: 11/21/2019 | 3:07 PM CST

**Approved:**

DocuSigned by:  
By:   
7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/8/2019 | 3:33 PM CST

| Category  |                                     | Brands                     | CDW-G Contract 081419<br>CDW Discounts<br>effective 12/1/2019 |
|-----------|-------------------------------------|----------------------------|---------------------------------------------------------------|
| A         | Accessories (A)                     | All Brands Excluding Apple | 7.50%                                                         |
| B         | Power, Cooling & Racks (B)          | All Brands Excluding Apple | 3.50%                                                         |
| C         | Desktop Computers (C)               | All Brands Excluding Apple | 3.75%                                                         |
| D         | Data Storage/Drives (D)             | All Brands Excluding Apple | 4.50%                                                         |
| E         | Enterprise Storage (E)              | All Brands Excluding Apple | 7.75%                                                         |
| F         | Point of Sale/Data Capture (F)      | All Brands Excluding Apple | 5.00%                                                         |
| H         | Servers & Server Management (H)     | All Brands Excluding Apple | 5.25%                                                         |
| L         | Notebook/Mobile Devices (L)         | All Brands Excluding Apple | 4.25%                                                         |
| N         | NetComm Products (N)                | All Brands Excluding Apple | 9.00%                                                         |
| O         | Carts and Furniture (O)             | All Brands Excluding Apple | 5.25%                                                         |
| P         | Printing & Document Scanning (P)    | All Brands Excluding Apple | 3.25%                                                         |
| Q         | Services (Partner Delivered) (Q)    | All Brands Excluding Apple | 7.25%                                                         |
| S         | Software (S)                        | All Brands Excluding Apple | 5.25%                                                         |
| T         | Collaboration Hardware (T)          | All Brands Excluding Apple | 10.00%                                                        |
| V         | Video & Audio (V)                   | All Brands Excluding Apple | 7.00%                                                         |
| W         | Cables (W)                          | All Brands Excluding Apple | 13.00%                                                        |
| Q/WA      | Warranties-Product Protection (WA)  | All Brands Excluding Apple | 7.50%                                                         |
| T/PB      | Video Hardware (PB)                 | All Brands Excluding Apple | 3.00%                                                         |
| V/IW      | Interactive Whiteboards (IW)        | All Brands Excluding Apple | 0.00%                                                         |
| V/VT      | Interactive Flat Panel Display (VT) | All Brands Excluding Apple | 9.00%                                                         |
| L/NB/CBK  | Chromebooks (CBK)                   | All Brands Excluding Apple | 3.00%                                                         |
| S/NU/GCH  | Google Chrome Management SaaS (GCH) | All Brands Excluding Apple | 0.00%                                                         |
| All       | All Categories                      | Apple                      | 0.50%                                                         |
|           | Amazon Web Services (AWS)           | Amazon                     | 0.00%                                                         |
| All Other | All Other Categories                | All Brands                 | 0.00%                                                         |

## 2020-2021 CDW-G Professional Services Hourly Rates

### Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

| Role/Description                             | Hourly Rate (Maximum) |
|----------------------------------------------|-----------------------|
| Associate Consulting Engineer                | \$175                 |
| Consulting Engineer                          | \$215                 |
| Senior Consulting Engineer                   | \$225                 |
| Technical Lead/Principal Consulting Engineer | \$255                 |
| Enterprise Consulting Architect              | \$255                 |
| Business Consulting Analyst                  | \$245                 |
| Project Administrator                        | \$165                 |
| Project Manager                              | \$210                 |
| Senior Project Manager                       | \$215                 |
| Enterprise Project Manager,<br>PMO Lead      | \$230                 |
| Program Manager                              | \$230                 |
| Technical Architect                          | \$350                 |

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



Rachel Laurie Riddle  
Chief Examiner

May 27, 2021

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

**PUBLIC WORKS NOTICE:** This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018).

Alabama Community College System  
Alabama County Commissions  
Alabama Municipalities  
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle  
CHIEF EXAMINER



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to SCA Group LLC for one anti-crime robot for MPD.

General Fund.

**Amount of Contract:**

\$101,841.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                     | Type       | Upload Date |
|---------------------------------|------------|-------------|
| 20210923 SCA Agenda Package POs | Cover Memo | 9/23/2021   |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                |
|--------------------------------|----------|---------------------|
| Mayors Office<br>Barber, James | Approved | 9/23/2021 - 2:58 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>               | <b>Description</b>                                                                | <b>Amount</b> | <b>Vendor</b>                     |
|--------------------|--------------------|---------------------------------|-----------------------------------------------------------------------------------|---------------|-----------------------------------|
| <u>12912</u>       | 2021               | (1530) POLICE<br>ADMIN SERVICES | ONE REMOTE<br>OPERATIONS<br>ULTRA-LIGHT ANTI-<br>CRIME ROBOT<br>(SEALED BID 5611) | \$101,841.00  | <u>(297316) SCA<br/>GROUP LLC</u> |

Adopted:

---

City Clerk

|                                                                                                          |                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012912-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

Page 1

Vendor  
 SCA GROUP LLC  
 115 BRUTON COURT SUITE C  
  
 7578427284  
 CHESAPEAKE, VA 23322  
  
 Tel#7578427284

Ship To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
  
 MOBILE, AL 36608

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
  
 MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/18/21     | 297316        |               |          |       | POLICE ADMIN SERVICES |

| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|
|--------------------------|-----|------------|-----------|

General Notes

|                                                                                                                                                                                                                  |              |             |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|
| 001 AS PER MY BID 5611 AND YOUR QUOTE<br>REMOTE OPERATIONS EQUIP/DOGO<br>ANTI-TERROR & CRIME ROBOT, ULTRA<br>LIGHT, PART#CS-DOGO *GLOCK 19 TO<br>INCLUDE FREIGHT AND ALABAMA<br>REGISTRATION FEES<br>Vendor Item | 1.00<br>EACH | 98841.00000 | 98841.00 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|

|                                              |          |
|----------------------------------------------|----------|
| 1 1000.30.15.1530.1534.1530.0000.0000.47010. | 98841.00 |
|----------------------------------------------|----------|

Ship To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
 MOBILE, AL 36608

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
 MOBILE, AL 36608

|              |              |            |         |
|--------------|--------------|------------|---------|
| 002 TRAINING | 2.00<br>EACH | 1500.00000 | 3000.00 |
|--------------|--------------|------------|---------|

Additional Description Notes

DOGO TRAINING PACKAGE  
 1-DAY

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012912-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 2 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
SCA GROUP LLC  
115 BRUTON COURT SUITE C  
  
7578427284  
CHESAPEAKE, VA 23322  
  
Tel#7578427284

Ship To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
  
MOBILE, AL 36608

Deliver To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
  
MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/18/21     | 297316        |               |          |       | POLICE ADMIN SERVICES |

| LN | Description / Account                                                     | Qty | Unit Price | Net Price |
|----|---------------------------------------------------------------------------|-----|------------|-----------|
|    | DOGO TRAINING PACKAGE<br>1 DAY<br>Vendor Item<br>Inventory Item/Loc 12251 |     |            |           |

|   |                                            |  |  |         |
|---|--------------------------------------------|--|--|---------|
| 1 | 1000.30.15.1530.1534.1530.0000.0000.47010. |  |  | 3000.00 |
|---|--------------------------------------------|--|--|---------|

Ship To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
MOBILE, AL 36608

Deliver To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
MOBILE, AL 36608

# [Requisition Link](#)

|                   |           |
|-------------------|-----------|
| Requisition Total | 101841.00 |
|-------------------|-----------|

## \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

| Account                                    | Amount                     | Remaining Budget |
|--------------------------------------------|----------------------------|------------------|
| 1000.30.15.1530.1534.1530.0000.0000.47010. | 101841.00                  | 645609.59        |
| SPECIAL OPERATIONS DIV EXP                 | EQUIPMENT (GREATER \$5000) |                  |

## \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

| Activity   | Date     | Clerk                 | Comment                        |
|------------|----------|-----------------------|--------------------------------|
| CCancelled | 09/23/21 | DONNA MICHELE STANLEY | Requisition item removed, GL A |
| Forward    | 06/18/21 | JOHN PAINE            |                                |
| Approved   | 09/23/21 | DONNA MICHELE STANLEY |                                |

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| =====                           | =====                                      |
| Bill To                         | Requisition 00012912-00 FY 2021            |
| ACCOUNTS PAYABLE                |                                            |
| P O BOX 389                     | Acct No:                                   |
|                                 | 1000.30.15.1530.1534.1530.0000.0000.47010. |
| MOBILE, AL                      | Review:                                    |
| 36601                           | Buyer: 910514396                           |
| vendorinvoices@cityofmobile.org | Status: Approved                           |
|                                 | Page 3                                     |
| =====                           | =====                                      |

Vendor  
SCA GROUP LLC  
115 BRUTON COURT SUITE C  
  
7578427284  
CHESAPEAKE, VA 23322  
  
Tel#7578427284

Ship To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
  
MOBILE, AL 36608

Deliver To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
  
MOBILE, AL 36608

|          |        |          |       |       |                       |
|----------|--------|----------|-------|-------|-----------------------|
| -----    | -----  | -----    | ----- | ----- | -----                 |
| Date     | Vendor | Date     | Ship  |       |                       |
| Ordered  | Number | Required | Via   | Terms | Department            |
| -----    | -----  | -----    | ----- | ----- | -----                 |
| 06/18/21 | 297316 |          |       |       | POLICE ADMIN SERVICES |
| -----    | -----  | -----    | ----- | ----- | -----                 |

|          |                       |                   |            |           |
|----------|-----------------------|-------------------|------------|-----------|
| LN       | Description / Account | Qty               | Unit Price | Net Price |
| Approved | 09/23/21 DONALD ROSE  | Auto approved by: | 910514396  |           |
| Approved | 09/23/21 SANDRA LEWIS | Auto approved by: | 910514396  |           |
| Approved | 09/23/21 JOHN PAINE   | Auto approved by: | 910514396  |           |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

# Bid 5611 ROBOTS

|        | DOGO                                       | TRAINING PI FLIR GEN 2           | FLIR GEN 3  |
|--------|--------------------------------------------|----------------------------------|-------------|
| 276762 | ADVANCED COVERT TECHNOLOGY                 | NO RESPONSE                      | NO RESPONSE |
| 287473 | B & H PHOTO & VIDEO                        | NO RESPONSE                      | NO RESPONSE |
| 297316 | COMFRAME SOLUTIONS                         | \$ 101,841.00 \$ 1,500.00 NO BID | NO BID      |
| 293195 | FEDERAL RESOURCES SUPPLY COMPANY           | NO RESPONSE                      | NO RESPONSE |
| 282159 | INTEGRATED ELECTRONIC TECHNOLOGIES INC     | NO RESPONSE                      | NO RESPONSE |
| 27103  | LAW ENFORCEMENT SUPPLY INC                 | NO RESPONSE                      | NO RESPONSE |
| 297215 | QUANTICO TACTICAL                          | NO RESPONSE                      | NO RESPONSE |
| 194140 | SMYRNA POLICE DISTRIBUTORS INC             | NO RESPONSE                      | NO RESPONSE |
| 296190 | TACTICAL ELECTRONICS & MILITARY SUPPLY LLC | NO RESPONSE                      | NO RESPONSE |
| 270829 | TACTICAL TECHNOLOGIES INC                  | NO RESPONSE                      | NO RESPONSE |
| 297214 | TNVC                                       | NO RESPONSE                      | NO RESPONSE |
| 297073 | TRAINING CENTER PROS INC.                  | NO RESPONSE                      | NO RESPONSE |

SEALED BID

## CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order  
.....

## Mailing Address:

P. O. Box 1948  
Mobile, Alabama 36633  
(251) 208-7434Purchasing Department  
and Package Delivery:Government Plaza  
4<sup>th</sup> Floor, Room S-408  
205 Government St  
Mobile, Alabama 36644READ TERMS AND CONDITIONS  
ON REVERSE SIDE OF THIS PAGE  
BEFORE BIDDING

Typed by: tajb

Buyer: 006

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

| DATE      | BID NO. | DEPARTMENT | Commodities to be delivered F.O.B. Mobile to: |
|-----------|---------|------------|-----------------------------------------------|
| 8/27/2021 | 5611    | POLICE     | As Specified                                  |

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 10, 2021

| QUANTITY      | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | UNIT | UNIT PRICE |       | EXTENSION |       |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      | Dollars    | Cents | Dollars   | Cents |
| APPRX<br>1-10 | <b>ROBOTS</b><br><br>REMOTE OPERATIONS EQUIP/DOGO ANTI-TERROR & CRIME<br>ROBOT, ULTRA LIGHT, GLOCK 19 PART#CS-DOGO or Equal<br>Must integrate with standard 9mm glock 19<br>Must be 11 less than 11 kg<br>Must have 2 way audio communication<br>Must have Auto motion detection<br>Must be able to climb stairs<br>Must be able to operate at least 2 hours<br>Must have at least 8 video camera<br>Must be GPS Capable<br>Must be "Point and Shoot" Capable<br>TRAINING FOR ABOVE ROBOT<br><br>Make _____ Model _____<br><br>Training Costs per Day _____ #of Training Days Suggested _____ |      |            |       |           |       |
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      | TOTAL      |       |           |       |

Page 1 of 5

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](http://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](http://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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      | Dollars    | Cents | Dollars   | Cents |
| APPRX<br>2 –10 | <p>Page 2 of 5</p> <p>FLIR FIRSTLOOK GEN 2 110 FIRSTLOOK ROBOTIC SYSTEM or Equal</p> <p>Must be able to climb obstacles up up 7” high</p> <p>Must be able to self right when upside down</p> <p>Must be able to turn in place</p> <p>Must be able to survive a 5 meter drop on to concrete</p> <p>Must weigh less less than 7 lbs</p> <p>Must be throwable</p> <p>Multi Sensor Capability</p> <p>Must have day and night cameras with zoom, illumination and audio.</p> <p>Must support cameras, sensors, manipulators and disruptors.</p> <p>Must have GPS mapping</p> <p>Must have rugged controller</p> <p>2.4 GHz Communication</p> <p>2-way audio headset and microphone</p> <p>Rugged case</p> <p>Make _____ Model _____</p> |      |            |       |           |       |
|                | TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |            |       |           |       |

RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name \_\_\_\_\_

By \_\_\_\_\_

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

# BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      | Dollars    | Cents | Dollars   | Cents |
|          | Page 3 of 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |            |       |           |       |
| APPRX    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |            |       |           |       |
| 1 –10    | <p>FLIR GEN 3 110 FIRSTLOOK ROBOTIC SYSTEM<br/>SYSTEM or Equal</p> <p>Must be able to climb obstacles up up 7” high<br/>Must be able to self right when upside down<br/>Must be able to turn in place<br/>Must be able to survive a 5 meter drop on to concrete<br/>Multi Sensor Capability<br/>Must weigh less less than 7 lbs<br/>Must be throwable<br/>Must have built in cameras with infrared illumination<br/>Must have GPS mapping<br/>Must have rugged controller<br/>2.4 GHz Communication<br/>1-way audio headset and microphone<br/>Rugged case</p> <p>Make _____ Model _____</p> <p>Quote delivered pricing FOB Mobile Alabama.<br/>Quanties listed are approximations.</p> <p>Pricing shall be firm for the one (1) year period following the<br/>award of the Bid. At the option of the City of Mobile, the<br/>award of this bid may beextended for up to two (2) additional<br/>one (1) year periods.</p> <p><b>TO BE AWARDED ON PER ITEM BASIS.</b></p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      | 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.

52

## Page \_\_\_\_\_ of \_\_\_\_\_

53

## BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

| QUANTITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ARTICLES | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|-------|-----------|-------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |      | Dollars    | Cents | Dollars   | Cents |
| <p style="text-align: center;">Page 5 of 5</p> <p>If you have any questions, please feel free to contact the Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>. Questions are not to be directed to a department. Any answers received not via <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a> are not official and will not be honored.</p> <p style="text-align: center;"><b>TO BE AWARDED ON PER ITEM BASIS.</b></p> |          |      |            |       |           |       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |      | TOTAL      |       |           |       |

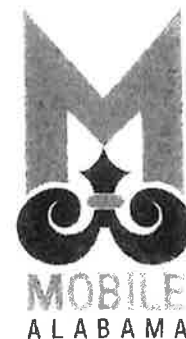
RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name \_\_\_\_\_

By \_\_\_\_\_

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



## **PROCUREMENT DEPARTMENT**

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the **City of Mobile**. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

**Package/Bid Delivery Address:**  
**Purchasing Department**  
**205 Government St. Room S408**  
**Mobile, AL 36644**

**(Request First Delivery)**



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Tractor & Equipment Company for one LeeBoy model 695B motor grader for public works.

General fund.

**Amount of Contract:**

\$186,000.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                         | Type       | Upload Date |
|-------------------------------------|------------|-------------|
| 20210923 Tractor Agenda Package POs | Cover Memo | 9/23/2021   |

**REVIEWERS:**

| Department Reviewer              | Action   | Date                |
|----------------------------------|----------|---------------------|
| Mayors Office      Barber, James | Approved | 9/23/2021 - 2:59 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.*

---

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>  | <b>Description</b>                                                                                 | <b>Amount</b> | <b>Vendor</b>                                               |
|--------------------|--------------------|--------------------|----------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------|
| <u>7069</u>        | 2021               | (F7000) MOTOR POOL | ONE LEEBOY 695B MOTOR GRADER. (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT) | \$186,000.00  | ( <u>206760</u> )<br><u>TRACTOR &amp; EQUIPMENT COMPANY</u> |

Adopted:

---

City Clerk

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00007069-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Released | Page 1 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
 TRACTOR & EQUIPMENT COMPANY  
 2100 E I-65 SERVICE RD N

Ship To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36617

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#251-457-8991  
 Fax 251-457-6003

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 |
|--------------|---------------|---------------|----------|-------|------------|
| 02/26/21     | 206760        | 02/25/21      |          |       | MOTOR POOL |

| LN Description / Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Qty          | Unit Price   | Net Price |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|-----------|
| 001 GRADER, MOTOR COMPACT, DIESEL<br>POWWRED, 11 FOOT BLADE, FRONT<br>DOZER BLADE, CLOSED CAB WITH AIR<br>CONDITIONING AND HEAT, ROPS BUILT<br>INTO CAB. VENDOER TO PROVIDE 1 DAY<br>OF TRAINING IN USE OF AND<br>MAINTENANCE OF THE MOTOR GRADER.<br>VENDOR TO PROVIDE A LEEBOY MODEL<br>695B MOTOR GRADER. PRICING AS PER<br>SOURCEWELL CONTRACT #052417-VTL<br>Additional Description Notes<br>-----<br>2016 NORMAN 65ET MOTOR GRADER WITH NOT MORE THAN 2200 OPERATING HOURS AND A<br>1YR/1000HR POWERTRAIN WARRANTY. REQUESTED BY PUBLIC SERVICES. | 1.00<br>EACH | 186000.00000 | 186000.00 |

|                                                                        |           |
|------------------------------------------------------------------------|-----------|
| 1 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP02070 .VEHICLEEXP. | 186000.00 |
|------------------------------------------------------------------------|-----------|

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<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00007069-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Released | Page 2 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
TRACTOR & EQUIPMENT COMPANY  
2100 E I-65 SERVICE RD N

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36617

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Tel#251-457-8991  
Fax 251-457-6003

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 |
|--------------|---------------|---------------|----------|-------|------------|
| 02/26/21     | 1206760       | 02/25/21      |          |       | MOTOR POOL |

| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|
|--------------------------|-----|------------|-----------|

|                   |           |
|-------------------|-----------|
| Requisition Total | 186000.00 |
|-------------------|-----------|

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

| Account                | Amount    | Remaining Budget |
|------------------------|-----------|------------------|
| E MP02070 .VEHICLEEXP. | 186000.00 | 47487.49         |

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

| Account                                    | Amount                       | Remaining Budget |
|--------------------------------------------|------------------------------|------------------|
| 7000.40.20.0000.0000.2070.0000.0000.47120. | 186000.00                    | 645609.59        |
| MOTOR POOL EXP                             | VEHICLE ACQ (GREATER \$5000) |                  |

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

| Activity   | Date     | Clerk                 | Comment                        |
|------------|----------|-----------------------|--------------------------------|
| CCancelled | 09/22/21 | JOHN PAINE            | GL Allocation changed          |
| CCancelled | 09/22/21 | JOHN PAINE            | Requisition item removed chang |
| CCancelled | 09/22/21 | JOHN PAINE            | Requisition item removed chang |
| Rejected   | 02/26/21 | DIANE MCCARTY         | price adjustment               |
| Approved   | 02/26/21 | DIANE MCCARTY         |                                |
| Approved   | 09/22/21 | DIANE MCCARTY         |                                |
| Forward    | 03/22/21 | HEATHER KIHYET        | Automatic Forward to 9105paij  |
| Queued     | 09/22/21 | JOHN PEAVY            | .                              |
| Queued     | 09/22/21 | JAMES DELAPP          | .                              |
| Pending    |          | DONNA MICHELE STANLEY | .                              |
| Pending    |          | DONALD ROSE           | .                              |
| Pending    |          | SANDRA LEWIS          | .                              |
| Pending    |          | JOHN PAINE            | .                              |

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| =====                           | =====                                      |
| Bill To                         | Requisition 00007069-00 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: Released                           |
|                                 | Page 3                                     |
| =====                           | =====                                      |

Vendor  
TRACTOR & EQUIPMENT COMPANY  
2100 E I-65 SERVICE RD N

Ship To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36617

MOBILE, AL 36604  
CARTERD@CITYOFMOBILE.ORG

Tel#251-457-8991  
Fax 251-457-6003

Delivery Reference  
DIANE CARTER-MCCARTY

Deliver To  
MOTOR POOL  
745 BROAD STREET

MOBILE, AL 36604

|          |        |          |       |       |            |
|----------|--------|----------|-------|-------|------------|
| -----    | -----  | -----    | ----- | ----- | -----      |
| Date     | Vendor | Date     | Ship  |       |            |
| Ordered  | Number | Required | Via   | Terms | Department |
| -----    | -----  | -----    | ----- | ----- | -----      |
| 02/26/21 | 206760 | 02/25/21 |       |       | MOTOR POOL |
| -----    | -----  | -----    | ----- | ----- | -----      |

|                          |     |             |           |
|--------------------------|-----|-------------|-----------|
| LN Description / Account | Qty | Unit Price  | Net Price |
| Authorized By: _____     |     | Date: _____ |           |
| Signature                |     |             |           |

## Letter of Agreement To Extend the Contract

Between

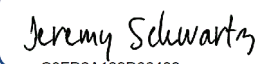
**VT LeeBoy, Inc.**  
**500 Lincoln County Parkway Ext.**  
**Lincolnton, NC 28092**

And

**Sourcwell**  
**202 12<sup>th</sup> Street NE**  
**Staples, MN 56479**  
**Phone: (218) 894-1930**

The Vendor and Sourcwell have entered into an Agreement (Contract #052417-VTL) for the procurement of Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies. This Agreement has an expiration date of October 2, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcwell and Sourcwell's members. The Vendor and Sourcwell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on October 2, 2022. All other terms and conditions of the Agreement remain in force.

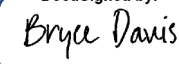
Sou DocuSigned by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

9/15/2021 | 2:44 PM CDT

Date \_\_\_\_\_

VT I DocuSigned by:  
  
396B67A870284AE...

By: \_\_\_\_\_, Its: **Director of Sales**

**Bryce Davis**  
Name printed or typed: \_\_\_\_\_

9/16/2021 | 6:40 AM PDT

Date \_\_\_\_\_

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: VT LeeBoy, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | NJPA ACCEPTS |
|--------------|-----------------------------------|-----------|--------------|
|              | No Exception Notes                |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |

Proposer's Signature: *MRJ* Date: 5/18/17

NJPA's clarification on exceptions listed above:

Review and Approved:

*[Signature]* 4/27/17  
NJPA Legal Department

Contract Award  
RFP #052417

FORM D



**Formal Offering of Proposal**

(To be completed only by the Proposer)

ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS,  
AND SUPPLIES

In compliance with the Request for Proposal (RFP) for \ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS, AND SUPPLIES, he undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: VT LeeBov. Inc. Date: May 18, 2017

Company Address: 500 Lincoln County Parkway Ext.

City: Lincolnton State: NC Zip: 28092

Contact Person: Deanna Saunders Title: Inside Sales Assistant

Authorized Signature:  5/18/17

(Name printed or typed): Bob Grail, President & COO

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

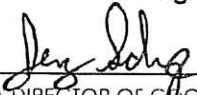
NJPA Contract #: 052417-VTL

Proposer's full legal name: VT LeeBoy, Inc.

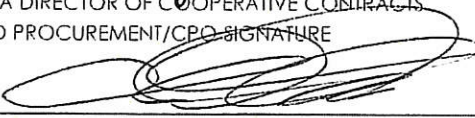
**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on September 29, 2017

NJPA Contract # 052417-VTL

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name VT LeeBoy, Inc.

Authorized Signatory's Title President

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Wm R Gra. I Jr  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on 2 Oct, 2017

NJPA Contract # 052417-VTL

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

## PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: VT LeeBov, Inc.

Address: 500 Lincoln County Parkway Ext.

City/State/Zip: Lincolnton, NC 28092

Telephone Number: 704-966-3371

E-mail Address: bgrail@leeboy.com

Authorized Signature:  Authorized Name (printed): Bob Grail

Title: President and COO

Date: May 18, 2017

Notarized

Subscribed and sworn to before me this 18th day of May, 2017

Notary Public in and for the County of Lincoln State of North Carolina

My commission expires: February 13, 2022

Signature:   
Mark R. Brissenden



## Form P



### PROPOSER QUESTIONNAIRE

#### Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: VT LeeBoy, Inc.

Questionnaire completed by: Deanna Saunders

#### Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

**Standard terms to our Dealer Network will be Net 30. We will also consider 1.5% 10 Net 30.**

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

**Yes. VT LeeBoy has engaged a third-party financial organization which provides a municipal leasing option to any NJPA member who requests financing and qualifies for it.**

**See attached documents - Form P #2 - Finance Program Information**

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

**See attached document: Form P #3 - How to do an NJPA Order.pdf**

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

**No, we do not accept P-card.**

#### Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

**VT LeeBoy, Inc. offers a One Year Full Unlimited Hours Warranty on all products. See example statement supplied with the machine.**

**See attached document: Form P #5 - Warranty-LeeBoy & Rosco.pdf**

- Do your warranties cover all products, parts, and labor?

**Yes**

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

**No. The warranty is not restricted on hour's usage.**

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

**VT LeeBoy, Inc. warranty for repairs on machines with less than fifty (50) hours in service, a factory- trained service representative will be reimbursed at a rate of \$2.00/mile (100 miles maximum) and three (3) hours maximum at shop rate.**

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?  
**No geographical restrictions in the US or Canada.**
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  
**Not Applicable**
- What are your proposed exchange and return programs and policies?

**VT LeeBoy, Inc. has no set policy for exchange or returns. LeeBoy has always stood behind what we build.**

- 6) Describe any service contract options for the items included in your proposal.

**VT LeeBoy, Inc. offers extended warranties if requested at dealership level.**

#### **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

**VT LeeBoy, Inc. Highway, Commercial & Governmental Equipment totaling forty (46) total products which includes: 12 different Asphalt Pavers, 6 different Asphalt Distributor tanks, 1 Asphalt spray patcher, 5 different Rollers, 3 different graders, 5 different Brooms, 3 different size water trucks, 4 different size Road Wideners & 5 special Products.**

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

**VT LeeBoy, Inc. will have a total of 3 different discount groups with a different % discount for each group off of our current list pricing.**

**See attached document: Form P #8 - NJPA Sales Discount.pdf**

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

**See attached document: Form P #9 - NJPA Price Group.pdf**

- 10) The pricing offered in this proposal is

- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- X   c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

**Not Applicable due to VT LeeBoy's products are not items that sell in quantities in one sale so no volume discounts are needed.**

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

**Sourced goods will be handled by and through our Dealer Network, priced as a "cost plus 10%" method.**

- 13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

**Freight is F.O.B. our manufacturing facility in Lincolnton, NC. Any VT LeeBoy, Inc. products purchase that includes a truck, the truck will have to be priced at time of quote to meet the customers recommended truck specifications. Also, the customer can use their own truck or purchase their own truck for our products.**

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

**Our equipment pricing submitted in this RFP submittal is F.O.B. our manufacturing facility in Lincolnton, NC. Freight and delivery to an NJPA member's location is not included in these equipment prices. This is due to the fact that we have many different sizes, shapes, over width, and weights to quote on a bid that covers all of the United States and Canada.**

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

**VT LeeBoy, Inc. gets three (3) competitive quotes and passes on the best quote to the customer in the cost of the machine.**

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**VT LeeBoy, Inc. has an all-star dedicated dealer network.**

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

**LeeBoy will audit the NJPA contract annually thru our internal corporate office. We also hire a professional firm (example: KPMG) to audit our documents annually.**

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

**VT LeeBoy, Inc. proposes an administration fee of 1% for order process of our company's' Equipment sold through the NJPA contract.**

### **Industry-Specific Questions**

- 19) Identify the required subcategory or subcategories that best describe your solutions: Subcategory A) Roadway Surface Maintenance and Repair Equipment; Subcategory B) Roadway Surface Marking Equipment and Paint;

Subcategory C) Road Right-of-Way Management Equipment and Chemicals; and/or Subcategory D) Equipment and Products in Support of Roadway Maintenance and Repair.

**Subcategory A) Roadway surface Maintenance and Repair Equipment**

- 20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.”

**VT LeeBoy, Inc. has independent equipment dealerships in all 50 states and all over Canada. All service, parts, maintenance, repairs, startups, training, support, etc. will be handled by local dealership operations. VT LeeBoy, Inc. also has a Service Team and Territory Managers in the field to assist as well.**

- 21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

- **Specialty products built all by man power from start to finish.**
- **VT LeeBoy, Inc. prides itself in three (3) different quality check points before a product can ship.**

Signature:                                          Date:           5/18/17

# Sourcewell Sales Discount

\*All discounts from LIST price sheet

052417-VTL

## GROUP #1

**Group #1 will receive a 2% discount:**

- \* 3000 Force Feed Loader

## GROUP #2

**Group #2 will receive a 5% discount:**

- |              |                      |
|--------------|----------------------|
| * 8616 Paver | * Max 2B Distributor |
| * 8520 Paver | * Max 3B Distributor |
| * 8515 Paver | * RA400 Patcher      |
| * 8510 Paver | * CSV Chip Spreader  |
| * 8500 Paver | * 4130 Road Widener  |
| * 7000 Paver | * RW85 Road Widener  |
| * 6150 Paver | * Max 4B Distributor |
| * 5300 Paver |                      |
| * 1000 Paver |                      |
| * 150D Paver |                      |

## GROUP #3

**Group #3 will receive an 8% discount:**

- |                      |                      |
|----------------------|----------------------|
| * 685 Motor Grader   | * RB50 Broom         |
| * 695 Motor Grader   | * Challenger 7 Broom |
| * G-700 Motor Grader | * NV55 Broom         |
| * Tack Tanks         | * FB-90 Broom        |
| * FB55 Broom         | * CB-95 Broom        |

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



Rachel Laurie Riddle  
Chief Examiner

May 27, 2021

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

**PUBLIC WORKS NOTICE:** This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018).

Alabama Community College System  
Alabama County Commissions  
Alabama Municipalities  
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle  
CHIEF EXAMINER



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to ShopStick Ltd for 60 Shop Stick law enforcement tire deflation devices.

General Fund.

**Amount of Contract:**

\$26,094.60

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                      | Type       | Upload Date |
|----------------------------------|------------|-------------|
| 20210923 Stop Agenda Package POs | Cover Memo | 9/23/2021   |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                |
|--------------------------------|----------|---------------------|
| Mayors Office<br>Barber, James | Approved | 9/23/2021 - 2:58 PM |

## AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>               | <b>Description</b>                                                                         | <b>Amount</b> | <b>Vendor</b>                           |
|--------------------|--------------------|---------------------------------|--------------------------------------------------------------------------------------------|---------------|-----------------------------------------|
| <u>10970</u>       | 2021               | (1530) POLICE<br>ADMIN SERVICES | 60 STOPTECH STOP<br>STICK LAW<br>ENFORCEMENT<br>TIRE DEFLATION<br>DEVICES (SOLE<br>SOURCE) | \$26,094.60   | <u>(281603)</u><br><u>STOPSTICK LTD</u> |

Adopted:

---

City Clerk

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00010970-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1530.1530.0000.0000.44020.<br>Review:<br>Buyer: 910514396<br>Status: Released | Page 1 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                       |                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Vendor<br>STOPSTICK LTD<br>365 INDUSTRIAL DRIVE<br><br>HARRISON, OH 45030<br><br>Tel#513-202-5500<br>Fax 513-202-0240 | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606 |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|

Deliver To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET  
  
 MOBILE, AL 36606

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 05/12/21     | 281603        |               |          |       | POLICE ADMIN SERVICES |

| LN  | Description / Account                                                                                                                                                                                                     | Qty           | Unit Price | Net Price |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|-----------|
| 001 | TIRE DEFLATION DEVICE, LAW ENFORCEMENT USE, STOPTECH STOP STICK<br>Additional Description Notes<br>-----<br>9' STOP STICK RACK KIT<br>BLACK STICK/BLACK SLEEVE<br>PART# S3012K<br>Vendor Item<br>Inventory Item/Loc 13591 | 60.00<br>EACH | 434.91000  | 26094.60  |

1 1000.30.15.1530.1530.1530.0000.0000.44020. 26094.60

Ship To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET  
 MOBILE, AL 36606

Deliver To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET  
 MOBILE, AL 36606

|     |                                         |              |         |      |
|-----|-----------------------------------------|--------------|---------|------|
| 002 | FREIGHT                                 | 1.00<br>EACH | 0.00000 | 0.00 |
|     | Vendor Item<br>Inventory Item/Loc 14009 |              |         |      |

1 1000.30.15.1530.1530.1530.0000.0000.44020. .00

|                                                                                                          |                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00010970-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1530.1530.0000.0000.44020.<br>Review:<br>Buyer: 910514396<br>Status: Released |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

Page 2

Vendor  
 STOPSTICK LTD  
 365 INDUSTRIAL DRIVE

Ship To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET

MOBILE, AL 36606

HARRISON, OH 45030

Tel#513-202-5500  
 Fax 513-202-0240

Deliver To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET

MOBILE, AL 36606

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 05/12/21     | 281603        |               |          |       | 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 26094.60

#### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

| Account                                    | Amount   | Remaining Budget |
|--------------------------------------------|----------|------------------|
| 1000.30.15.1530.1530.1530.0000.0000.44020. |          |                  |
| POLICE ADMIN SERVICES EXP                  | 26094.60 | 644676.22        |
| OPERATING SUPPLIES                         |          |                  |

#### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

| Activity | Date     | Clerk                 | Comment |
|----------|----------|-----------------------|---------|
| Forward  | 05/13/21 | JOHN PAINE            |         |
| Queued   | 05/12/21 | DONNA MICHELE STANLEY |         |
| Queued   | 05/12/21 | DONALD ROSE           |         |
| Queued   | 05/12/21 | SANDRA LEWIS          |         |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Jennifer Greene  
Director, Programs and Project Management

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

Attached to this letter is a Subrecipient Agreement with South Alabama Land Trust, Inc. (SALT), a nationally accredited land trust in lower Alabama. SALT will be supporting the City with conservation easement activities on wetlands parcels on the Brookley property acquired through our National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund (GEBF) grant entitled, *Mobile Bay Shore Habitat Conservation and Acquisition Initiative – Phase II*. Conservation easement activities include producing baseline documentation reports, drafting the easement agreement to permanently protect these properties, and administering, monitoring and defending the easement for the parcels.

NFWF GEBF requires a conservation easement to be put in place on the lands acquired with NFWF GEBF funds. The City of Mobile will hold title and own the land. SALT will hold, manage, maintain, and defend the conservation easement. This is routine work for SALT as a certified land trust with the Land Trust Alliance. SALT holds multiple conservation easements across the Alabama coast, including most recently at our Perch Creek Preserve. In holding the conservation easement, SALT will monitor the property in perpetuity to ensure that the land owner (City of Mobile) is adhering to the easement.

**Amount of Contract:**

\$81,631.18

**Effective Date of Contract:**

9/28/2021

**Funding Source**

**Project #** G-NFWFII- NFWF Phase II

**Discretionary Funds** N/A

**Project String** N/A

**Contract Number:**N/A

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

**Grant Funds** \$81,631.18

**Matching Funds** \$0

**ATTACHMENTS:**

| Description | Type | Upload Date |
|-------------|------|-------------|
|-------------|------|-------------|

**REVIEWERS:**

| Department    | Reviewer         | Action   | Date                 |
|---------------|------------------|----------|----------------------|
| Public Works  | Greene, Jennifer | Approved | 9/22/2021 - 2:03 PM  |
| Accounting    | Daniels, Bettye  | Approved | 9/23/2021 - 12:21 PM |
| Legal         | Kern, Chris      | Approved | 9/23/2021 - 12:57 PM |
| Legal         | Kern, Chris      | Approved | 9/23/2021 - 12:57 PM |
| Mayors Office | Barber, James    | Approved | 9/23/2021 - 2:56 PM  |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Jennifer Greene, Director of Programs and Project Management

**Sponsored by:**

Mayor William S. Stimpson and Councilwoman Gina Gregory

**Purpose and Scope of Project:**

The purpose of this resolution is to approve a grant application to the Alabama Department of Economic and Community Affairs, Recreational Trails Program FY 2022 Funding Cycle. This grant project proposes the construction of an ADA compliant biking and pedestrian path (non-motorized and multi-purpose) along Segment 2 of the Greenway Trail. This segment is located from the Canadian National railroad trestle crossing, south of Steven's Lane to the north side of the Canadian National railroad trestle crossing, southwest of Moffett Court. The proposed path will be approximately 4,060 linear feet long. Match will come from GREENWAY TRAIL SEC 1 & 2 C0526.

The Mobile Greenway is a critical part of our alternative transportation infrastructure and is a part of a larger vision in transforming the City of Mobile into a connected, desired, and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas. The current proposal is a continuation of previous financial efforts to continue construction and provide a complete project.

**Amount of Contract:**

N/A

**Effective Date of Contract:**

9/28/2021

**Funding Source**

**Project #** GREENWAY TRAIL SEC 1 & 2 C0526 **Discretionary Funds** N/A

**Project String** N/A

**Contract Number:**N/A

|                              |                                 |                     |
|------------------------------|---------------------------------|---------------------|
| <b>Budget Amendment</b>      | <b>REDUCE</b> N/A               | <b>INCREASE</b> N/A |
| <b>Grant Funds</b> \$400,000 | <b>Matching Funds</b> \$100,000 |                     |

**ATTACHMENTS:**

|             |      |             |
|-------------|------|-------------|
| Description | Type | Upload Date |
|-------------|------|-------------|

**REVIEWERS:**

|               |                  |          |                     |
|---------------|------------------|----------|---------------------|
| Department    | Reviewer         | Action   | Date                |
| Public Works  | Greene, Jennifer | Approved | 9/22/2021 - 4:05 PM |
| Capital       | Rhodes, Brenda   | Approved | 9/23/2021 - 1:52 PM |
| Legal         | Kern, Chris      | Approved | 9/23/2021 - 3:16 PM |
| Mayors Office | Barber, James    | Approved | 9/23/2021 - 3:43 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Richardson

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/28/2021 - 3:33 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Richardson

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/28/2021 - 3:34 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Richardson

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/28/2021 - 3:36 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Richardson

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/28/2021 - 3:38 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Richardson

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/28/2021 - 3:39 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmembers Richardson, Small and Rich

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|-------------|------|-------------|
|-------------|------|-------------|

**REVIEWERS:**

| Department Reviewer         | Action   | Date                |
|-----------------------------|----------|---------------------|
| City Clerk   Gauthier, Lana | Approved | 9/28/2021 - 3:41 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Richardson

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

9/28/2021 - 3:44  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Daves

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|-------------|------|-------------|
|-------------|------|-------------|

**REVIEWERS:**

| Department Reviewer       | Action   | Date                |
|---------------------------|----------|---------------------|
| City Clerk Gauthier, Lana | Approved | 9/30/2021 - 2:21 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

9/30/2021 -  
12:09 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

9/30/2021 - 2:28  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

9/30/2021 - 2:31  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

**Sponsored by:**

|                    |                 |          |
|--------------------|-----------------|----------|
| Council District 1 | Fred Richardson | 6 cases  |
| Council District 2 | Levon Manzie    | 10 cases |
| Council District 3 | C J Small       | 1 case   |
| Council District 4 | John Williams   | 1 case   |

|       |          |
|-------|----------|
| Total | 18 cases |
|-------|----------|

**Purpose and Scope of Project:**

Declare weeds noxious, Weed Lien Group 1620

**Effective Date of Contract:**

10/5/2021

**Funding Source**

**Project #** Weed Lien Group 1620

**Discretionary Funds**

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|-------------|------|-------------|
|-------------|------|-------------|

**REVIEWERS:**

| Department            | Reviewer           | Action   | Date                |
|-----------------------|--------------------|----------|---------------------|
| Municipal Enforcement | Merchant, Mary Ann | Approved | 9/30/2021 - 2:26 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

9/30/2021 - 3:16  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Sansom Equipment Co Inc to rebuild side load arm, mast, and gripper for 2015 Peterbilt/New Way garbage truck.

General fund.

**Amount of Contract:**

\$33,643.48

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                        | Type       | Upload Date |
|------------------------------------|------------|-------------|
| 20210927 Sansom Agenda Package POs | Cover Memo | 9/27/2021   |

**REVIEWERS:**

| Department Reviewer              | Action   | Date                |
|----------------------------------|----------|---------------------|
| Mayors Office      Barber, James | Approved | 9/30/2021 - 2:27 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

---

---

---

FUNDING SOURCE:

Associated Costs:

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

---

---

## **RESOLUTION**

Sponsored by: Mayor William S. Stimpson

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

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>         | <b>Description</b>                                                                              | <b>Amount</b> | <b>Vendor</b>                                                           |
|--------------------|--------------------|---------------------------|-------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------|
| <u>17031</u>       | 2021               | (2050) EQUIPMENT SERVICES | REBUILD SIDE LOAD ARM, MAST, GRIPPER FOR 2015 PETERBILT/NEW WAY GARBAGE TRUCK (SEALED BID 5617) | \$33,643.48   | ( <u>190715</u> )<br><u>SANSOM</u><br><u>EQUIPMENT CO</u><br><u>INC</u> |

Adopted:

---

City Clerk

|                                                                            |                                                                                                                                                    |        |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Requisition 00017031-00 FY 2021<br>PO 21016629<br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.45050.<br>Review:<br>Buyer:<br>Status: Converted | Page 1 |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
SANSOM EQUIPMENT CO INC  
2025 W I-65 SERVICE ROAD NORTH

Ship To  
MUNICIPAL GARAGE  
770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604  
SHERRIL.DOWNEY@CITYOFMOBILE.ORG

Tel#205-401-4040  
Fax 251-631-3768

Delivery Reference  
DOWNEY

Deliver To  
MUNICIPAL GARAGE  
770 GAYLE STREET

MOBILE, AL 36604

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department         |
|--------------|---------------|---------------|----------|-------|--------------------|
| 09/20/21     | 190715        |               |          |       | EQUIPMENT SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|-----------------------|-----|------------|-----------|
|----|-----------------------|-----|------------|-----------|

General Notes

|     |                                                                                                                                              |             |             |          |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|----------|
| 001 | REPAIRS AS PER BID #5617: REBUILD<br>EXTEND SECTION OF ARM, REPLACE ALL<br>ROLLER BEARINGS, CYLINDERS, ALL<br>BUSHINGS, AND REPAIR FLAGPOLE. | 1.00<br>LOT | 10628.44000 | 10628.44 |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|----------|

|   |                                            |  |  |          |
|---|--------------------------------------------|--|--|----------|
| 1 | 7000.40.20.0000.0000.2070.0000.0000.45050. |  |  | 10628.44 |
|---|--------------------------------------------|--|--|----------|

Ship To  
MUNICIPAL GARAGE  
770 GAYLE STREET  
MOBILE, AL 36604  
Delivery Reference  
DOWNEY

Deliver To  
MUNICIPAL GARAGE  
770 GAYLE STREET  
MOBILE, AL 36604

Work Order: 103946  
Work Order Task: 1

|     |                                                                                                          |             |             |          |
|-----|----------------------------------------------------------------------------------------------------------|-------------|-------------|----------|
| 002 | REPAIRS AS PER BID #5617: VERTICAL<br>MAST REBUILD SECTION, REPLACE ALL<br>BUSHINGS, CYLINDERS AND PINS. | 1.00<br>LOT | 13960.74000 | 13960.74 |
|-----|----------------------------------------------------------------------------------------------------------|-------------|-------------|----------|

|   |                                            |  |  |          |
|---|--------------------------------------------|--|--|----------|
| 1 | 7000.40.20.0000.0000.2070.0000.0000.45050. |  |  | 13960.74 |
|---|--------------------------------------------|--|--|----------|

|                                                                            |                                                                                                                                                    |        |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Requisition 00017031-00 FY 2021<br>PO 21016629<br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.45050.<br>Review:<br>Buyer:<br>Status: Converted | Page 2 |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
SANSOM EQUIPMENT CO INC  
2025 W I-65 SERVICE ROAD NORTH

Ship To  
MUNICIPAL GARAGE  
770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604  
SHERRIL.DOWNEY@CITYOFMOBILE.ORG

Tel#205-401-4040  
Fax 251-631-3768

Delivery Reference  
DOWNEY

Deliver To  
MUNICIPAL GARAGE  
770 GAYLE STREET

MOBILE, AL 36604

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department         |
|--------------|---------------|---------------|----------|-------|--------------------|
| 09/20/21     | 190715        |               |          |       | EQUIPMENT SERVICES |

| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|
|--------------------------|-----|------------|-----------|

Ship To  
MUNICIPAL GARAGE  
770 GAYLE STREET  
MOBILE, AL 36604  
Delivery Reference  
DOWNEY

Deliver To  
MUNICIPAL GARAGE  
770 GAYLE STREET  
MOBILE, AL 36604

Work Order: 103946  
Work Order Task: 1

|                                                                                                                       |             |            |         |
|-----------------------------------------------------------------------------------------------------------------------|-------------|------------|---------|
| 003 REPAIRS AS PER BID #5617: REBUILD GRIPPER SECTION/HEAD, REPLACE ALL PINS, BUSHINGS, CYLINDERS AND RUBBER BUMPERS. | 1.00<br>LOT | 9054.30000 | 9054.30 |
|-----------------------------------------------------------------------------------------------------------------------|-------------|------------|---------|

Additional Description Notes

REPAIRS BID #5617 FOR SIDE LOADER NEW WAY REFUSE/GARBAGE TRUCK

|                                              |         |
|----------------------------------------------|---------|
| 1 7000.40.20.0000.0000.2070.0000.0000.45050. | 9054.30 |
|----------------------------------------------|---------|

|                                                                            |                                                                                                                                                    |        |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Requisition 00017031-00 FY 2021<br>PO 21016629<br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.45050.<br>Review:<br>Buyer:<br>Status: Converted | Page 3 |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                                         |                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>SANSOM EQUIPMENT CO INC<br>2025 W I-65 SERVICE ROAD NORTH<br><br>MOBILE, AL 36618<br><br>Tel#205-401-4040<br>Fax 251-631-3768 | Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>SHERRIL.DOWNEY@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DOWNEY<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department         |
|--------------|---------------|---------------|----------|-------|--------------------|
| 09/20/21     | 190715        |               |          |       | EQUIPMENT SERVICES |

| LN Description / Account                                                                                                                                                                                                      | Qty | Unit Price | Net Price |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-----------|
| Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>DOWNEY<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Work Order: 103946<br>Work Order Task: 1 |     |            |           |

[Requisition Link](#)

Requisition Total 33643.48

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

| Account                                    | Amount   | Remaining Budget |
|--------------------------------------------|----------|------------------|
| 7000.40.20.0000.0000.2070.0000.0000.45050. | 33643.48 |                  |
| MOTOR POOL EXP                             |          | REPAIR PARTS     |

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

| Activity | Date     | Clerk                 | Comment                     |
|----------|----------|-----------------------|-----------------------------|
| Approved | 09/21/21 | DIANE MCCARTY         |                             |
| Approved | 09/24/21 | JOHN PEAVY            | Auto approved by: 910518527 |
| Approved | 09/24/21 | JAMES DELAPP          |                             |
| Approved | 09/25/21 | DONNA MICHELE STANLEY | Auto approved by: 9105paij  |
| Approved | 09/25/21 | DONALD ROSE           | Auto approved by: 9105paij  |

|                                                                            |                                                                                                                                                    |        |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Requisition 00017031-00 FY 2021<br>PO 21016629<br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.45050.<br>Review:<br>Buyer:<br>Status: Converted | Page 4 |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
SANSOM EQUIPMENT CO INC  
2025 W I-65 SERVICE ROAD NORTH

Ship To  
MUNICIPAL GARAGE  
770 GAYLE STREET

MOBILE, AL 36618

MOBILE, AL 36604  
SHERRIL.DOWNEY@CITYOFMOBILE.ORG

Tel#205-401-4040  
Fax 251-631-3768

Delivery Reference  
DOWNEY

Deliver To  
MUNICIPAL GARAGE  
770 GAYLE STREET

MOBILE, AL 36604

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department         |
|--------------|---------------|---------------|----------|-------|--------------------|
| 09/20/21     | 190715        |               |          |       | EQUIPMENT SERVICES |

|                                |                            |            |           |
|--------------------------------|----------------------------|------------|-----------|
| LN Description / Account       | Qty                        | Unit Price | Net Price |
| Approved 09/25/21 SANDRA LEWIS |                            |            |           |
| Approved 09/25/21 JOHN PAINE   |                            |            |           |
|                                | Auto approved by: 9105paij |            |           |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**BID TABULATION FOR BID #5617**  
**REPAIRS TO SIDE LOADER GARBAGE TRUCK**

| VENDORS | ITEM                                                                                                  | Sansom<br>Equipment | Rush Truck | DS Diesel<br>Services |  |  |
|---------|-------------------------------------------------------------------------------------------------------|---------------------|------------|-----------------------|--|--|
| Line    |                                                                                                       |                     |            |                       |  |  |
| 1       | Rebuild extend section of arm, replace all roller bearing, cylinders, all bushings an repair flagpole | \$ 10,628.44        | NB         | NB                    |  |  |
| 2       | Vertical mast rebuild section, replace all bushings, cylinders and pins                               | \$ 13,960.74        | NB         | NB                    |  |  |
| 3       | Rebuild gripper sectin/head, replace all pins, bushings, cylinders and rubber bumpers                 | \$ 9,054.30         | NB         | NB                    |  |  |
| 4       | Replace all hoses on arm                                                                              | \$ 2,805.36         | NB         | NB                    |  |  |
| 5       | Replace alll hoses on refuse body with exception of main hydraulic supply hoses for tank to pump      | \$ 3,923.41         | NB         | NB                    |  |  |
| 6       | Price to replace arm if repair not possible:                                                          | \$ 42,251.00        | NB         | NB                    |  |  |
| 7       | Price to rebuild side loader arm on truck                                                             | \$ 36,448.78        | NB         | NB                    |  |  |
|         |                                                                                                       |                     |            |                       |  |  |
|         |                                                                                                       |                     |            |                       |  |  |
|         |                                                                                                       |                     |            |                       |  |  |
|         |                                                                                                       |                     |            |                       |  |  |

**Do Not Return Via Email or Fax**

## This is Not an Order

**Mailing Address:**

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

**Purchasing Department  
and Package Delivery:**

Government Plaza  
4th Floor, Room S-408  
205 Government St  
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

|                          |                        |                             |                                                                         |
|--------------------------|------------------------|-----------------------------|-------------------------------------------------------------------------|
| DATE<br><b>9/13/2021</b> | BID NO.<br><b>5617</b> | DEPARTMENT<br><b>Police</b> | Commodities to be delivered F.O.B. Mobile to:<br><b>To Be Specified</b> |
|--------------------------|------------------------|-----------------------------|-------------------------------------------------------------------------|

**This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 17, 2021**

| QUANTITY     | ARTICLES                                                                                                    | UNIT     | UNIT PRICE   |       | EXTENSION |       |
|--------------|-------------------------------------------------------------------------------------------------------------|----------|--------------|-------|-----------|-------|
|              |                                                                                                             |          | Dollars      | Cents | Dollars   | Cents |
| Appx<br>1-10 | <b>REPAIRS TO SIDE LOADER GARBAGE TRUCK</b>                                                                 |          |              |       |           |       |
|              | Vendor to repair New-Way side loader refuse/garbage truck as follows,<br>but not limited to:                |          |              |       |           |       |
|              | Rebuild extend section of arm, replace all roller bearings, cylinders, all bushings<br>and repair flagpole. | \$ _____ |              |       |           |       |
|              | Vertical mast rebuild section, replace all bushings, cylinders and pins.                                    | \$ _____ |              |       |           |       |
|              | Rebuild gripper section/head, replace all pins, bushings, cylinders and rubber<br>bumpers.                  | \$ _____ |              |       |           |       |
|              | Replace all hoses on arm.                                                                                   | \$ _____ |              |       |           |       |
|              | Replace all hoses on refuse body with exception of main hydraulic supply hoses<br>for tank to pump.         | \$ _____ |              |       |           |       |
|              | Price to replace arm if repair not possible:                                                                | \$ _____ |              |       |           |       |
|              | Price to rebuild side loader arm on truck:                                                                  | \$ _____ |              |       |           |       |
|              | Vendor shall rebuild the above to "As New" condition.                                                       |          |              |       |           |       |
|              | Page 1 of 2                                                                                                 |          |              |       |           |       |
|              |                                                                                                             |          | <b>TOTAL</b> |       |           |       |

Page 1 of 2

TOTAL

**RETURN ONE SIGNED COPY OF THIS BID  
IN ENCLOSED ENVELOPE**

State delivery time within\_\_\_\_\_ days of receipt of P.O.

Firm Name \_\_\_\_\_

Typed Signature \_\_\_\_\_

By \_\_\_\_\_

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

1. All quotations must be signed with the firm name and by an authorized officer or employee
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any or all quotations or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or [cityofmobile.org/taxes.php](http://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](http://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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      | Dollars    | Cents | Dollars   | Cents |
|          | <p align="center">Page 2 of 2</p> <p>Upon completion of rebuild, vendor shall place all removed and/or repaired items back on truck. Perform any break-in procedures, lubricate and grease, and inspect arm and test again.</p> <p>Vendor will pick up the truck from City of Mobile Garage at 770 Gayle Street, Mobile, AL, 36604, and upon completion of repairs, return truck under its own power to the City of Mobile Garage.</p> <p>To view typical truck, contact John Evans at 251-208-2883.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>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.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>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.<br/>(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).</p> <p>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.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p>At the option of the City of Mobile, the award of this bid may be extended for one (1) year with the option for two (2) additional years.</p> <p><b>TO BE AWARDED ALL OR NONE.</b></p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      | TOTAL      |       |           |       |

**RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE**

**READ ABOVE INSTRUCTIONS BEFORE QUOTING**

Firm Name \_\_\_\_\_

By \_\_\_\_\_

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



## **PROCUREMENT DEPARTMENT**

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:  
Purchasing Department  
205 Government St. Room S408  
Mobile, AL 36644

(Request First Delivery)



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Dana Safety Supply Inc for patrol vehicle upfitting for 18 2021 Chevrolet Tahoe PPVs.

General Fund.

**Amount of Contract:**

\$190,620.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                      | Type       | Upload Date |
|----------------------------------|------------|-------------|
| 20210927 Dana Agenda Package POs | Cover Memo | 9/27/2021   |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                |
|--------------------------------|----------|---------------------|
| Mayors Office<br>Barber, James | Approved | 9/30/2021 - 2:23 PM |

## AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>  | <b>Description</b>                                                                   | <b>Amount</b> | <b>Vendor</b>                          |
|--------------------|--------------------|--------------------|--------------------------------------------------------------------------------------|---------------|----------------------------------------|
| <u>17044</u>       | 2021               | (F7000) MOTOR POOL | PATROL VEHICLE UPFITTING FOR 18 2021 CHEVROLET TAHOE PPVS FOR MPD. (SEALED BID 5579) | \$190,620.00  | (290980) <u>DANA SAFETY SUPPLY INC</u> |

Adopted:

---

City Clerk

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00017044-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                             |                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>DANA SAFETY SUPPLY INC<br>4809 KOGER BLVD<br><br>GREENSBORO, NC 27407<br><br>Tel#850-624-7173<br>Fax 800-375-8347 | Ship To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604<br>CARTERD@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>DIANE CARTER-MCCARTY<br><br>Deliver To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604 |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 09/20/21     | 290980        | 09/20/21      |          |       | MOTOR POOL |

| LN  | Description / Account                                                                                                                                                                                                        | Qty           | Unit Price  | Net Price |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|-----------|
| 001 | UPFITTING AS SPECIFIED: UPFITTING TO BE INSTALLED ON 2021 CHEVROLET TAHOE PATROL BUILD SUV. VENDOR TO DO VEHICLES AT TEH RATE OF 1 VEHICLE EVERY 1.5 DAYS AS PER MY BID #5579 AND YOUR QUOTE<br>Additional Description Notes | 18.00<br>EACH | 10590.00000 | 190620.00 |

UPFITTING TO BE INSTALLED ON 2021 CHEVROLET TAHOE PATROL BUILD SUV.  
REQUESTED BY POLICE DEPARTMENT.

|   |                                                                      |  |  |           |
|---|----------------------------------------------------------------------|--|--|-----------|
| 1 | 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01530 .VEHICLEEXP. |  |  | 190620.00 |
|---|----------------------------------------------------------------------|--|--|-----------|

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 | 190620.00 |
|-------------------|-----------|

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

|                                                                                                          |                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00017044-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|

Page 2

Vendor  
 DANA SAFETY SUPPLY INC  
 4809 KOGER BLVD

Ship To  
 MOTOR POOL  
 745 BROAD STREET

GREENSBORO, NC 27407

MOBILE, AL 36604  
 CARTERD@CITYOFMOBILE.ORG

Tel#850-624-7173  
 Fax 800-375-8347

Delivery Reference  
 DIANE CARTER-MCCARTY

Deliver To  
 MOTOR POOL  
 745 BROAD STREET

MOBILE, AL 36604

| Date<br>Ordered | Vendor<br>Number | Date<br>Required | Ship<br>Via | Terms | Department |
|-----------------|------------------|------------------|-------------|-------|------------|
| 09/20/21        | 290980           | 09/20/21         |             |       | MOTOR POOL |

| LN Description / Account | Qty | Unit Price<br>Amount | Net Price<br>Remaining Budget |
|--------------------------|-----|----------------------|-------------------------------|
| E MP01530 .VEHICLEEXP.   |     | 190620.00            | 392833.85                     |

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

|                                                                         |                                                                      |
|-------------------------------------------------------------------------|----------------------------------------------------------------------|
| Account<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>MOTOR POOL EXP | Amount Remaining Budget<br>190620.00<br>VEHICLE ACQ (GREATER \$5000) |
|-------------------------------------------------------------------------|----------------------------------------------------------------------|

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

| Activity | Date     | Clerk                 | Comment                     |
|----------|----------|-----------------------|-----------------------------|
| Approved | 09/21/21 | DIANE MCCARTY         |                             |
| Approved | 09/24/21 | JOHN PEAVY            | Auto approved by: 910518527 |
| Approved | 09/24/21 | JAMES DELAPP          |                             |
| Approved | 09/25/21 | DONNA MICHELE STANLEY | Auto approved by: 9105paij  |
| Approved | 09/25/21 | DONALD ROSE           | Auto approved by: 9105paij  |
| Approved | 09/25/21 | SANDRA LEWIS          | Auto approved by: 9105paij  |
| Approved | 09/25/21 | JOHN PAINE            |                             |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

## BID 5579: UPFITTING OF POLICE PACKAGE VEHICLES

|                                        |                               |                      |
|----------------------------------------|-------------------------------|----------------------|
|                                        | DANA<br>SAFETY<br>SUPPLY INC. | PRO LOGIC<br>ITS LLC |
| PATROL<br>UPLIFT                       | 10,590.00                     | 9,209.88             |
| TIME TO DO<br>PATROL<br>UPLIFT         | 1.5 DAYS PER<br>UNIT          | APPROX. 13<br>HRS    |
| NON-<br>PATROL<br>UPLIFT               | 3,855.00                      | 3,791.29             |
| TIME TO DO<br>NON-<br>PATROL<br>UPLIFT | 1.5 DAYS                      | APPROX. 13<br>HRS    |



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](http://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](http://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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | UNIT | UNIT PRICE |       | EXTENSION |       |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      | Dollars    | Cents | Dollars   | Cents |
| APPX<br>5-12 | <p>Page 2 of 3</p> <p>Upfitting of 2021 or newer model Chevrolet Police Non-Patrol Tahoe PPV as per the following and attached non-patrol specifications.</p> <p>Vendor shall bid and provide the items specified as per the attached specification.</p> <p>Price to upfit Tahoe as per the following and attached specification \$ _____ / unit.</p> <p>Time to upfit each Tahoe as per specification _____</p> <p>The City desires for the vendor to be able to upfit three (3) Tahoes per week.</p> <p>Can you meet the minimum of 3 completed units per week<br/>Yes _____ No _____</p> <p>Vendor shall provide documentation that they are qualified/certified to install the Sound Off Blueprint System or similar system as bid to specification.</p> <p>City of Mobile will deliver the vehicle to the vendor’s shop for upfitting and pick them up when upfitting is complete.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>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.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> |      |            |       |           |       |
|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      | 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.

## Page \_\_\_\_\_ of \_\_\_\_\_

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## **PATROL BUILD**

Vendor shall provide the emergency equipment listed and provide installation of the products into City of Mobile provided Chevrolet Tahoes. The City will be responsible to deliver the vehicles to the vendor and to pick them up when installation is completed.

The Patrol Build Tahoe shall consist of the 2021 year model full size Chevrolet Tahoe PPV with 2-wheel drive

The following Chevrolet Police Package Vehicle Options were included when the vehicles were built: 6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, 5Y1 20% Front Seat Delete, and fitted front and rear floor mats.

The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. (1) SoundOff Signal ENGKTGD002 –This is a kit which consists of the following:
  - A. (1) SoundOff Signal ENGCC01241 – bluePRINT system controller.
  - B. (1) SoundOff Signal ENGHNK01 – bluePRINT central controller harness kit.
  - C. (2) SoundOff Signal ENGHNK02 – bluePRINT remote node harness kit.
  - D. (1) SoundOff Signal ENGSA07152 – bluePRINT 400 series remote mount siren control.
  - E. (1) SoundOff Signal ENGCP18002 – bluePRINT 400 series siren control panel.
  - F. (2) SoundOff Signal ENGND04101 – bluePRINT remote node.
  - G. (2) SoundOff Signal ETSS100N – 100N series composite speaker w/ universal bracket.
  - H. (1) SoundOff Signal ENGLMK001 – bluePRINT Link Module.

\* bluePRINT® Central Controller - Communication Hub for use within the EV Control System - 1 Active High Ignition Input, 24 Outputs (100 Amps max) • Must use PC configuration software to manage the relationship between input and outputs to create vehicle behaviors to improve officer and public safety

- Must be able to synchronize secondary lights to the light bar
- System must use Visual Diagnostic Indicators and Reliability Records for Each Output:
- Must be able to test and diagnose faults which may include over-current, over-temperature, over-voltage, under-voltage, and open-load.
- Logs are also recorded for the number of times the fault has occurred since last reset to aid in the diagnosis of intermittent connections.
- Each output has to have the ability to be individually timed after ignition is shut down; this eliminates the need for an external timer
- Each output has to have the ability to be programmed to load shed when the battery reaches certain programmed voltage levels
- Must have ignition security included in central controller—warning lights and siren activates when someone tries to steal the vehicle.

Input Voltage: 10-16Vdc (Negative Ground)

Outputs: Up to 82 programmable outputs

Inputs: Up to 40 discretely wired inputs + 24 CAN-BUS inputs

The Central Controller processor stores and interprets the input and output configuration from the software application and control outputs accordingly as well as monitors outputs for fault conditions. The Central Controller is fully software configurable via PC Software app through USB connection. The central controller is the communication hub for other system components within the EV Control System allowing for:

- A communication port for light bar
- A communication port for 14 button control panel
- A communication port for other control system devices
- Up to 5 remote nodes
- Input node
- Up to 2 200R siren amplifiers or (1) 400 series siren amplifier

The central controller allows for 24 outputs for connection to vehicle devices (100 Amps max) and has:

- (4) 10-amp fused outputs - constant power

- (8) 10-amp solid state switchable outputs
- (12) 5-amp solid state switchable outputs. Each output to have a status LED to show if output is active

Must have a diagnostic LED to aid in diagnosing system issues

Input Voltage: 10-16Vdc (Negative Ground) Dimensions: 7" x 6.25" x 1"

IGN ON: Standby Current: 140mA Operating Temp: -40°C to + 65°C

IGN OFF: Sleep Current: 0.34 MICROAMPS

Must have the following Program Functions:

- Increased visibility at intersections by tapping the horn—15 second aggressive pattern change with splashes of white, wall of white and horn tone, to clear intersections to improve safety, after 15 seconds warning pattern reverts back to last position
- All Blue Light Heads to Flicker Cruise by Axillary button
- Automatic Siren Cut and slide 1 traffic stop pattern, when vehicle is in park position
- Each door must have timed off/on delay of 8 seconds when officer exits vehicle or opens rear doors during interviews to prevent vision loss
- Automated Arrow control, when vehicle is in Drive, Arrow is disabled and last warning pattern is activated, when in Park, arrow resumes
- Increased visibility when braking when in slide position 2 or 3 (Red Light heads activate to signal following officers)
- Increased safety during high risk stops—Blitz Tactical Feature to be activated by Factory Horn and/or side switch (aggressive flash pattern with splashes of white and dual tone siren horn/piercer tones, 8 seconds, then full scene white lights forward facing, all side and rear lighting is off with exception of Rear Drivers Side Red Steady burn task light in cruise Mode. – Vehicle in Park with take downs on, slide position 1 for Blitz to function
- Ignition security activation when officer takes keys out of ignition to keep engine running, lights and siren are activated when someone depresses brake while trying to steal the vehicle. This feature must be included at no-cost. The gun lock will also be disabled after the ISS activates.
- 180 degree Flood/Scene lighting by turning on your high beams when the takedowns are on—gives the officer an advantage to see interior of vehicle without having to reach into press an auxiliary button
- Increased white light for reverse—rear facing light heads to activate solid white when vehicle is in reverse
- Increased red light for braking—rear facing light heads to activate solid red when brake is depressed
- Increased visibility by holding the horn to produce a front wall of white light to clear intersections, activated in slide position 3
- Individual timers to increase battery life and monitor power usage—eliminate extra batteries, all vehicle components are to be timed and load shed based on agency requirements
- Indicator beep will start beeping while service engine light is illuminated and the engine is running, causing officer to bring the vehicle in for fleet to determine cause of service engine warning.
- Must have up to 24 available matrices for expansion beyond what is listed above

**NOTE:** Due to system integrity and reduction of failure points, ALL programs and Pattern Modes/Matrices are to be achieved without the use of external relays or diodes.

2. (2) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.
3. (1) Setina BK2044TAH21 – Push bumper with factory installed SoundOff Signal nFORCE blue and white color LED lights. 2 mounted on the front and 2 on the sides. This product must be able to sync with light bar.
4. (1) SoundOff Signal ENVLB00EAY-1Q9 – nFUSE full size 54" light bar w/ take downs & alleys – clear lenses with blue/white to front w/scene, blue/amber rear for traffic director. This product must have multiple driver control boards for reliability.
5. (2) SoundOff Signal EMPS2QMS4E – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.

6. (4) SoundOff Signal EMPS2QMS5RBW – mPower 4” fascia light quick mount, 18” hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 18 LED, tricolor – red/blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.
7. (1) SoundOff Signal ECVDMLTST4G – interior cargo/LED dome light, flush mount w/ grey base, 6” x 3”, white LEDs.
8. (1) Gamber Johnson GJ-MBL2 – This is a kit which consists of the following:
  - A. (1) Gamber Johnson 7170-0864-03 – Wide body console box kit for 2021 Tahoe 13.5” in height x 14.54” in width x 28.66” in depth. This kit will include:
    - Internal printer mount
    - (1) arm rest
    - Cup holder
    - Computer Stand
    - Motion device
    - (2) mic clip brackets
  - B. (1) Gamber Johnson 7110-1013 – Side armrest
  - C. (2) Gamber Johnson 7160-1558 – Vertical steel window bars
9. (1) Setina GK11191B1SHKSSCA – Blac-Rac universal partition mount rifle and shotgun lock.
10. (1) Setina PK0602TAH21SCA – recessed panel front partition with polycarbonate, polycarbonate sliding window, and metal backing.
11. (1) Setina DK0100TAH21 – plastic door panel covers.
12. (1) Setina QK0281TAH21 – Plastic seat replacement, seat belts, and polycarbonate rear partition combo.

## Installation details:

**Item #1 – SoundOff Signal ENGKTGD002** – shall be installed as per manufacturer’s specifications using factory supplied hardware. The system controller and harness kit will be mounted inside the Gamber Johnson center console. The remote nodes and harnesses will be mounted at locations to be determined. The SoundOff light and siren controller will be mounted on the Gamber Johnson console using a specific bracket. The siren speakers will be mounted to the push bumper using the supplied brackets and using stainless steel hardware.

**Item #2 – MNSTAR SOLUTIONS PD-B6I6** - shall be installed per manufacturer’s specifications inside the Gamber Johnson console. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item will be connected as follows:

Constant Power: Connected to constant power on front factory upfitter harness.

Ignition Power: Will be provided and managed by the bluePRINT system.

Ground: Connected to ground on front factory upfitter harness.

**Item #3 – Setina BK2044TAH21** – shall be installed as per manufacturer’s specifications to the front bumper.

**Item #4 - SoundOff Signal ENVLB00EAY-1Q9** - shall be installed as per manufacturer’s specifications to the rooftop of the Tahoe aligned with the “B” pillar. All wiring from the light bar will be protected by a grommet when passing through the roof and sealed with silicone.

**Item #5 - (2) SoundOff Signal EMPS2QMS4E** – shall be installed as per manufacturer's specifications. They will be installed on the front driver and passenger fenders and aligned horizontally.

**Item #6 – SoundOff Signal EMPS2QMS5RBW** – shall be installed as per manufacturer's specifications. One set will be installed on the panel above the tail lights and aligned vertically. The other set will be installed on the panel beside the tag and aligned horizontally.

**Item # 7 – SoundOff Signal ECVDMLTST4G** – shall be installed as per manufacturer's specifications and centered on the inside of the rear hatch.

**Item #8 – Gamber Johnson GJ-MBL2** – shall be installed as per manufacturer's specifications. The Gamber Johnson console will be installed between the front two seats. The additional arm rest will be installed on the Gamber Johnson console. The Gamber Johnson window bars shall be installed as per manufacturer's specifications on both rear passenger doors.

**Item #9-12 - Setina GK11191B1SHKSSCA, Setina PK0602TAH21SCA, Setina DK0100TAH21, and Setina QK0281TAH21** – shall all be installed as per manufacturer's specifications.

## **Additional Requirements:**

**Mobile Radio Wiring** – the wiring harnesses for this item will be connected as follows:

|           |                                                                     |
|-----------|---------------------------------------------------------------------|
| Power:    | Connected to constant power on the MNSTAR fused distribution block. |
| Ignition: | Connected to ignition power on the MNSTAR fused distribution block. |
| Ground:   | Connected to ground on the MNSTAR fused distribution block.         |

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted on the Gamber Johnson console using the specific bracket. The MRU will be mounted on the rear of the rear partition with a specific Harris bracket. A 3pin data cable will run between these 2 units. A Harris combination radio and GPS antenna will be installed on the rear of the roof. A RG-58 coaxial antenna cable and a GPS antenna cable will run from the combination antenna and terminate with a TNC connector and a SMA connector respectively at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware inside the Gamber Johnson console.

**Factory Flashers** –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the SoundOff control unit so as to activate when programmed to.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).
- A warranty and service agreement will be made detailing what service will be provided and for what length of time.
- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.
- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall

be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.

- All lights will be synchronized together.
  - The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.
  - All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.
  - All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.
  - Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.
- \*\*\*     **Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**
- \*\*\*\*    **Install shall include an Axon Signal Vehicle Video Recording System which will also be provided to the contractor by the City of Mobile.**

## **NON-PATROL BUILD**

Vendor shall provide the emergency equipment listed and provide installation of the products into City of Mobile provided Chevrolet Tahoes. The City will be responsible to deliver the vehicles to the vendor and to pick them up when installation is completed.

The Non Patrol Build Tahoe shall consist of the 2021 year model full size Chevrolet Tahoe PPV with 2-wheel drive

The following Chevrolet Police Package Vehicle Options were included when the vehicles were built: 6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, 5Y1 20% Front Seat Delete, and fitted front and rear floor mats.

The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. (1) SoundOff Signal ETSA481CSR – 400 series console mount siren control.
2. (1) SoundOff Signal ETSS100N – 100N series composite speaker w/ universal bracket.
3. (1) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.
4. (2) SoundOff Signal ENFSWP3E – nFORCE windshield permanent mount, 18” hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white.
5. (6) SoundOff Signal EMPS2QMS4E – mPower 4” fascia light quick mount, 18” hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.
6. (1) SoundOff Signal ECVDMLTST4G – interior cargo/LED dome light, flush mount w/ grey base, 6” x 3”, white LEDs.
7. (1) Gamber Johnson GJ-MBL1 – This is a kit which consists of:
  - (1) Gamber Johnson 7170-1566 – Wide body console box for 2021 Tahoe 13.5” in height x 14.54” in width x 28.66” in depth.
  - (1) Gamber Johnson 7160-0846 – dual internal cup holder
  - (2) Gamber Johnson 7110-1013 – side armrest
8. (1) Setina GK11191B1SHKSSCA – Blac-Rac standalone mount universal rifle and shotgun rack.
9. (1) Setina GF1092TAH15 – base for Blac-Rac standalone mount universal rifle and shotgun rack.
10. (1) GC Electronics 35-3370-BU - 12 VDC 30 Amp SPST rocker switch with red LED indicator.

## Installation details:

**Item # 1 – SoundOff Signal ETSA481CSR** – shall be installed as per manufacturer’s specifications in the Gamber Johnson console with a specific bracket. Wiring connections for this item will be connected as follows:

Power: Attached to ignition power on MNSTAR Solutions fused distribution block.  
Ground: Attached to ground on MNSTAR Solutions fused distribution block.  
Speaker: Attached to factory wiring harness that is connected to siren speaker.  
Horn Ring: Attached to factory wiring harness that is connected to the vehicle horn switch.  
Mic Bracket: Will be mounted to Gamber Johnson console

**Item # 2 - SoundOff Signal ETSS100N** - shall be installed as per manufacturer’s specifications to the core support using the supplied bracket and using stainless steel hardware.

**Item # 3 - MNSTAR SOLUTIONS PD-B6I6** - shall be installed per manufacturer’s specifications inside the Gamber Johnson console. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item will be connected as follows:

Constant Power: Connected to constant power on front factory upfitter harness.  
Ignition Power: Connected to ignition power relays on front factory upfitter harness.  
Ground: Connected to ground on front factory upfitter harness.

**Item # 4 – SoundOff Signal ENFSWP3E** – will be installed as per manufacturer’s specifications and using appropriate hardware to the headliner above the front seats and touching the front windshield.

**Item # 5 - SoundOff Signal EMPS2QMS4E** - shall be installed as per manufacturer’s specifications. One set will be installed on the front driver and passenger fenders and aligned horizontally. One set will be installed on the panel above the tail lights and aligned vertically. One set will be installed on the panel beside the tag and aligned horizontally.

**Item # 6 - SoundOff Signal ECVDMLTST4G** - shall be installed as per manufacturer’s specifications and centered on the inside of the rear hatch.

**Item # 7 Gamber Johnson 7170-1566** – shall be installed as per manufacturer’s specifications. The Gamber Johnson console will be installed between the front two seats. The dual internal cup holder and additional arm rest will be installed on the Gamber Johnson console.

**Item # 8 - Setina GK11191B1SHKSSCA** - shall be installed as per manufacturer’s specifications behind the Gamber Johnson console.

**Item # 9 - Setina GF1092TAH15** - shall be installed as per manufacturer’s specifications behind the Gamber Johnson console.

**Item # 10 - GC Electronics 35-3370-BU** – shall be installed as per manufacturer’s specifications in the rear hatch area. It will control the rear cargo area light. It will be wired as follows:

Earth: Connected to nearest available ground point.  
Load: Connected to power on the rear cargo area light.  
Supply: Connected to constant power on MNSTAR Solutions fused distribution block.

## Additional Requirements:

**Mobile Radio Wiring** – the wiring harnesses for this item will be connected as follows:

Power: Connected to constant power on the MNSTAR fused distribution block.  
Ignition: Connected to ignition power on the MNSTAR fused distribution block.  
Ground: Connected to ground on the MNSTAR fused distribution block.

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted on the Gamber Johnson console using the specific bracket. The MRU will be mounted inside the Gamber Johnson console with a specific Harris bracket. A 3pin data cable will run between these 2 units. A Harris combination radio and GPS antenna will be installed on the rear of the roof. A RG-58 coaxial antenna cable and a GPS antenna cable will run from the combination antenna and terminate with a TNC connector and a SMA connector respectively at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware inside the Gamber Johnson console.

**Factory Flashers** –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the SoundOff control unit so as to activate when programmed to.

- The installer will furnish to the City of Mobile a full diagram listing where the wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).
- A warranty and service agreement will be made detailing what service will be provided and for what length of time to be provided with your bid response.
- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.
- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.
- All lights will be synchronized together.
- The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.
- All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.
- All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.
- Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.

**\*\*\* Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**



## 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:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Lytx Inc for Drivecam subscriptions and installations for 80 cameras.

General Fund.

**Amount of Contract:**

\$79,259.20

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                      | Type       | Upload Date |
|----------------------------------|------------|-------------|
| 20210929 Lytx Agenda Package POs | Cover Memo | 9/29/2021   |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                |
|--------------------------------|----------|---------------------|
| Mayors Office<br>Barber, James | Approved | 9/30/2021 - 2:26 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>  | <b>Description</b>                                                            | <b>Amount</b> | <b>Vendor</b>            |
|--------------------|--------------------|--------------------|-------------------------------------------------------------------------------|---------------|--------------------------|
| <u>14972</u>       | 2021               | (F7000) MOTOR POOL | 18 MONTH DRIVECAM SUBSCRIPTION AND INSTALLATION FOR 80 CAMERAS (GSA CONTRACT) | \$79,259.20   | <u>(291836) LYTX INC</u> |

Adopted:

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City Clerk

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00014972-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.42200.<br>Review:<br>Buyer:<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

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 |
|--------------|---------------|---------------|----------|-------|------------|
| 07/28/21     | 291836        | 07/28/21      |          |       | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|-----------------------|-----|------------|-----------|
|----|-----------------------|-----|------------|-----------|

General Notes

AS PER GSA CONTRACT #GS35F-0263S SIN#13252

LINE 1 IS ON PAGE 32 LINE #2

LINE 2 IS ON PAGE 32 LINE 6

LINE 3 IS ON PAGE 28 LINE 1

|     |                                                                                                                                                    |               |           |          |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|----------|
| 001 | VIDEO AND AUDIO RECORDING<br>SUBSCRIPTION SERVICES AS<br>SPECIFIED: LYTX DC ENTERPRISE, DC<br>PURCHASE - BILL ANNUALLY 18 MONTHS<br>TERM FROM SSD. | 80.00<br>EACH | 290.00000 | 23200.00 |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|----------|

Additional Description Notes

LYTX DC ENTERPRISE, DC PURCHASE - BILL ANNUALLY 18 MONTHS TERM FROM SSD

|   |                                            |          |
|---|--------------------------------------------|----------|
| 1 | 7000.40.20.0000.0000.2070.0000.0000.42200. | 23200.00 |
|---|--------------------------------------------|----------|

Ship To  
 MOTOR POOL  
 745 BROAD STREET  
 MOBILE, AL 36604  
 Delivery Reference  
 DIANE CARTER-MCCARTY

Deliver To

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00014972-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.42200.<br>Review:<br>Buyer:<br>Status: Approved | Page 2 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

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SAN DIEGO, CA 92121

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 MOTOR POOL  
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MOBILE, AL 36604

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 07/28/21     | 291836        | 07/28/21      |          |       | MOTOR POOL |

| LN | Description / Account                              | Qty | Unit Price | Net Price |
|----|----------------------------------------------------|-----|------------|-----------|
|    | MOTOR POOL<br>745 BROAD STREET<br>MOBILE, AL 36604 |     |            |           |

|     |                                                                                                                                                            |               |           |         |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|---------|
| 002 | VIDEO & AUDIO SUBSCRIPTION<br>SERVICES AS SPECIFIED: LYTX FLEET<br>TRACKING - BILLING ANNUALLY 18<br>MONTHS TERM FROM SSD.<br>Additional Description Notes | 80.00<br>EACH | 107.88000 | 8630.40 |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|---------|

LYTX FLEET TRACKING - BILLING ANNUALLY 18 MONTHS TERM FROM SSD.

|   |                                            |         |
|---|--------------------------------------------|---------|
| 1 | 7000.40.20.0000.0000.2070.0000.0000.42200. | 8630.40 |
|---|--------------------------------------------|---------|

Ship To  
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 MOBILE, AL 36604  
 Delivery Reference  
 DIANE CARTER-MCCARTY

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 MOBILE, AL 36604

|     |                                                                                                     |               |           |          |
|-----|-----------------------------------------------------------------------------------------------------|---------------|-----------|----------|
| 003 | VIDEO & AUDIO HARDWARE AS<br>SPECIFIED: LYTX EVENT RECORDER,<br>SF300 LTE NA PART # ER-SF300-0027P, | 80.00<br>EACH | 545.00000 | 43600.00 |
|-----|-----------------------------------------------------------------------------------------------------|---------------|-----------|----------|

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00014972-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.42200.<br>Review:<br>Buyer:<br>Status: Approved | Page 3 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

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|--------------|---------------|---------------|----------|-------|------------|
| 07/28/21     | 291836        | 07/28/21      |          |       | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|-----------------------|-----|------------|-----------|
|----|-----------------------|-----|------------|-----------|

SF-SERIES - DEVICE POWER CABLE  
 PART # PER-CAT-0500-NI, CAN  
 COUPLER, J1939 (ALL ERS) PART #  
 PER-CAT-0110, SF-ECM VEHICLE  
 INTERFACE KIT PART# SF-ECM VEHICLE  
 INTERFACE KIT.  
 Additional Description Notes

LYTX EVENT RECORDER, SF300 LTE NA PART # ER-SF300-0027P, SF-SERIES - DEVICE  
 POWER CABLE PART # PER-CAT-0500-NI, CAN COUPLER, J1939 (ALL ERS) PART #  
 PER-CAT-0110, SF-ECM VEHICLE INTERFACE KIT PART# SF-ECM VEHICLE INTERFACE  
 KIT.

|   |                                            |  |  |          |
|---|--------------------------------------------|--|--|----------|
| 1 | 7000.40.20.0000.0000.2070.0000.0000.42200. |  |  | 43600.00 |
|---|--------------------------------------------|--|--|----------|

Ship To  
 MOTOR POOL  
 745 BROAD STREET  
 MOBILE, AL 36604  
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 DIANE CARTER-MCCARTY

Deliver To  
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 MOBILE, AL 36604

|     |                                                                                                      |               |          |         |
|-----|------------------------------------------------------------------------------------------------------|---------------|----------|---------|
| 004 | INSTALLATION , SETUP & TRAINING<br>SERVICES AS SPECIFIED: LYTX<br>ON-TIME COST PROVISIONING FEE PART | 80.00<br>EACH | 47.86000 | 3828.80 |
|-----|------------------------------------------------------------------------------------------------------|---------------|----------|---------|

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00014972-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.42200.<br>Review:<br>Buyer:<br>Status: Approved | Page 4 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
LYTX INC  
9785 TOWNE CENTRE DR

SAN DIEGO, CA 92121

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

Ship To  
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MOBILE, AL 36604  
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Delivery Reference  
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Deliver To  
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745 BROAD STREET

MOBILE, AL 36604

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|------------|
| 07/28/21     | 291836        | 07/28/21      |          |       | MOTOR POOL |

| LN | Description / Account                                                                                  | Qty | Unit Price | Net Price |
|----|--------------------------------------------------------------------------------------------------------|-----|------------|-----------|
|    | # SRV-INS-0008.<br>Additional Description Notes<br>-----<br>LYTX PROVISIONING FEE PART # SRV-INS-0008. |     |            |           |

|   |                                            |  |  |         |
|---|--------------------------------------------|--|--|---------|
| 1 | 7000.40.20.0000.0000.2070.0000.0000.42200. |  |  | 3828.80 |
|---|--------------------------------------------|--|--|---------|

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 | 79259.20 |
|-------------------|----------|

### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

|                                            |          |                  |
|--------------------------------------------|----------|------------------|
| Account                                    | Amount   | Remaining Budget |
| 7000.40.20.0000.0000.2070.0000.0000.42200. |          |                  |
| MOTOR POOL EXP                             | 79259.20 |                  |
| PROFESSIONAL & TECHNICAL                   |          |                  |

### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

|          |          |               |         |
|----------|----------|---------------|---------|
| Activity | Date     | Clerk         | Comment |
| Approved | 07/29/21 | DIANE MCCARTY |         |

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00014972-00 FY 2021<br><br>Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.42200.<br>Review:<br>Buyer:<br>Status: Approved | Page 5 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

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 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 |
|--------------|---------------|---------------|----------|-------|------------|
| 07/28/21     | 291836        | 07/28/21      |          |       | MOTOR POOL |

| LN       | Description / Account          | Qty | Unit Price | Net Price |
|----------|--------------------------------|-----|------------|-----------|
| Approved | 07/29/21 JOHN PEAVY            |     |            |           |
| Approved | 07/29/21 JAMES DELAPP          |     |            |           |
| Approved | 09/28/21 DONNA MICHELE STANLEY |     |            |           |
| Approved | 09/28/21 DONALD ROSE           |     |            |           |
| Approved | 09/28/21 SANDRA LEWIS          |     |            |           |
| Approved | 09/28/21 JOHN PAINE            |     |            |           |

Auto approved by: 910518527  
 Auto approved by: 9105paij  
 Auto approved by: 9105paij  
 Auto approved by: 9105paij

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 Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAadvantage.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:

|                                   |                                                                      |
|-----------------------------------|----------------------------------------------------------------------|
| <b>Special Item No. 33411</b>     | <b>Purchasing of New Electronic Equipment</b>                        |
| <b>Special Item No. 811212</b>    | <b>Maintenance of Equipment, Repair Services and/or Repair/Spare</b> |
| <b>Parts</b>                      |                                                                      |
| <b>Special Item No. 611420</b>    | <b>Information Technology Training</b>                               |
| <b>Special Item No. 54151ECOM</b> | <b>Electronic Commerce and Subscription Services</b>                 |
| <b>Special Item No. 517312</b>    | <b>Wireless Mobility Solutions</b>                                   |

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

*For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).*

Contract Period: **September 8, 2006 – September 7, 2026**

Contractor:

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

**[www.lytx.com](http://www.lytx.com)**

Pricelist current through Modification Number PS-0099, dated September 2, 2021.



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## 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 |
| 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                    |
| 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 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 not 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 receipt |
| 811212              | Within 30 days of receipt |
| 611420              | Within 30 days of receipt |
| 54151ECOM           | Within 30 days of receipt |
| 517312              | Within 30 days of receipt |

**11b. Expedited Delivery.**

| ITEM OR GROUP OF ITEMS (special<br>(Special Item No. of nomenclature) | Expedited delivery time<br>(Hours/Days ARO) |
|-----------------------------------------------------------------------|---------------------------------------------|
| 33411                                                                 | As agreed upon ordering agency              |
| 811212                                                                | 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<br>(Special Item No. of nomenclature) | Expedited delivery time<br>(Hours/Days ARO) |
|-----------------------------------------------------------------------|---------------------------------------------|
|-----------------------------------------------------------------------|---------------------------------------------|



|           |                                |
|-----------|--------------------------------|
| 33411     | As agreed upon ordering agency |
| 811212    | 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.



|                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------|
| <b>TERMS AND CONDITIONS APPLICABLE TO PURCHASING OF<br/>NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)</b> |
|------------------------------------------------------------------------------------------------------------------|

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 receive 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 lesser 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 INFORMATION TECHNOLOGY  
TRAINING  
(SPECIAL ITEM NUMBER 611420)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

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



## 6. PRICE FOR TRAINING

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

## 7. INVOICES AND PAYMENT

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

## 8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

## 9. "NO CHARGE" TRAINING

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

None



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

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

### **1. SCOPE**

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

### **2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

### **3. INFORMATION ASSURANCE**

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

### **4. DELIVERY SCHEDULE.**

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

### **5. INTEROPERABILITY.**

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

### **6. ORDER**

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

### **7. PERFORMANCE OF ELECTRONIC SERVICES**



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

#### **8. RESPONSIBILITIES OF THE CONTRACTOR**

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

#### **9. RIGHTS IN DATA**

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

#### **10. ACCEPTANCE TESTING**

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

#### **11. WARRANTY**

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

Not applicable.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

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

#### **12. MANAGEMENT AND OPERATIONS PRICING**

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

#### **13. TRAINING**

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

See SIN 611420 for training services pricing.

#### **14. MONTHLY REPORTS**

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

#### **14. ELECTRONIC COMMERCE SERVICE PLAN**

- (a) Describe the electronic service plan and eligibility requirements.

Not applicable.



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

**Not applicable.**

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

Not applicable.

#### 17. CONFIDENTIALITY

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

#### 18. CLIENT DATA

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



|                                                                                                        |
|--------------------------------------------------------------------------------------------------------|
| <b>TERMS AND CONDITIONS APPLICABLE TO WIRELESS MOBILITY SOLUTIONS<br/>(SPECIAL ITEM NUMBER 517312)</b> |
|--------------------------------------------------------------------------------------------------------|

**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](http://www.Lytx.com)  
[gsa@Lytx.com](mailto: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-SF300-0027   | ER-SF300-0027                                                                                                 | Event Recorder, SF300, LTE, NA | Per each unit | \$445       |
|                       |                 |                                                                                                               |                                |               |             |
| Installation Services |                 |                                                                                                               |                                |               |             |
| 2                     | SRV-INS-0002    | DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type) | Subsequent Days                |               | \$ 957.18   |
| 3                     | 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 |
| 4                     | 4230-00002-0001 | Collision Accident Report (CAR)                                                                               | Per Report                     |               | \$ 239.29   |
| 5                     | SRV-INS-0008    | Provisioning Fee/Per VER unit                                                                                 | Per VER unit                   |               | \$ 47.86    |
| 6                     | SRV-INS-0010    | DriveCam Installation Per Unit – Standard Install                                                             | Per each unit                  |               | \$ 157.94   |
| 7                     | SRV-INS-0011    | DriveCam Installation Per Unit – Complex Install (Waste, Transit)                                             | Per each unit                  |               | \$ 205.80   |
| 8                     | SRV-INS-0012    | DriveCam Installation Per Unit – Premium Install (Coach)                                                      | Per each unit                  |               | \$ 268.01   |
| 9                     | SRV-INS-0020    | Complex Installation of Extended Harness                                                                      | Per each unit                  |               | \$ 57.30    |
| 10                    | SRV-INS-0013    | DriveCam Installation Per Unit – Custom Install                                                               | Per each unit                  |               | \$ 478.59   |
| 11                    | 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 611420: INFORMATION TECHNOLOGY TRAINING**

|                 |                                              |                                                                                                                                                                                                                                                                                                            |
|-----------------|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Line # 1</b> | Training Course                              | Training for Software Usage, Event Review,<br>Driver Coaching - Dedicated WebEx Training Session<br>(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.<br><br>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                                                                                                                                                                                                                                                                           |

|                 |                   |                                                                                                                                                                                                                                                                                      |
|-----------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Line # 2</b> | 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      | 4230-00MMS-M   | 120 Day Trial (DOL, Cell Transmission, Clip Review, Manual Clips) (Price Per Month)                                                                                                                                                                                       | \$ 76.00  |
| 2      | 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 <sup>1 2 3</sup> | \$ 290.00 |
| 3      | 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 <sup>1 2 3</sup>                                                                             | \$ 353.00 |
| 4      | 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 (example - Passenger and service vehicles) – Invoiced Monthly <sup>1 3</sup>    | \$ 24.16  |
| 5      | 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 <sup>1 3</sup>                                                                                | \$ 29.41  |
| 6      | 4230-FTS-A     | Fleet Tracking Solution (Annual Subscription)                                                                                                                                                                                                                             | \$ 107.88 |
| 7      | 4230-FTS-M     | Fleet Tracking Solution (Monthly Subscription)                                                                                                                                                                                                                            | \$ 8.99   |

**Note:**

<sup>1</sup> One year minimum of Lytx® Managed Services.

<sup>2</sup> 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.

<sup>3</sup>Lytx's standard policy for subscription start date has been as agreed between ordering activity and Contractor.



**SIN 517312 WIRELESS MOBILITY SOLUTIONS**

| Line # | Item #                    | Description                                   | GSA Price |
|--------|---------------------------|-----------------------------------------------|-----------|
| 1      | Wireless Services – Gov-A | Wireless Services (Annual Fee) <sup>1 2</sup> | \$ 24.00  |

**Note:**

<sup>1</sup> 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.

<sup>2</sup> Data upload generally occurs in off-peak hours.



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Reconrobotics, Inc for 2 throwbot 2 bomb protection devices for MPD.

General Fund..

**Amount of Contract:**

\$32,630.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                       | Type       | Upload Date |
|-----------------------------------|------------|-------------|
| 20210929 Recon Agenda Package POs | Cover Memo | 9/29/2021   |

**REVIEWERS:**

| Department Reviewer              | Action   | Date                |
|----------------------------------|----------|---------------------|
| Mayors Office      Barber, James | Approved | 9/30/2021 - 2:27 PM |

## AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>               | <b>Description</b>                                           | <b>Amount</b> | <b>Vendor</b>                                         |
|--------------------|--------------------|---------------------------------|--------------------------------------------------------------|---------------|-------------------------------------------------------|
| <u>12879</u>       | 2021               | (1530) POLICE<br>ADMIN SERVICES | 2 THROWBOT 2<br>BOMB PROTECTION<br>DEVICES (GSA<br>CONTRACT) | \$32,630.00   | <u>(297233)</u><br><u>RECONROBOTICS</u><br><u>INC</u> |

Adopted:

---

City Clerk

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012879-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                  |                                                                                   |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Vendor<br>RECONROBOTICS, INC.<br>5251 W 73RD STREET<br>SUITE A<br><br>EDINA, MN 55439<br>USA<br>Tel#952-935-5515 | Ship To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br><br>MOBILE, AL 36608 |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
  
 MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/17/21     | 297233        |               |          |       | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|-----------------------|-----|------------|-----------|
|----|-----------------------|-----|------------|-----------|

General Notes

|     |                                                                                                                                                                                                       |              |             |          |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|
| 001 | AS PER YOUR QUOTE 21-0037C<br>GSA CONTRACT#GS-07F-0075U<br>BOMB PROTECTION DEVICE/THROWBOT 2<br>BASE KIT-CHANNEL A.2 WITH OCU II<br>PART # RSK-TB2-A *NO SUBSTITUTION<br>Additional Description Notes | 1.00<br>EACH | 15495.00000 | 15495.00 |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|

Throwbot® 2 Robot  
 Weight:  
 1.3 lbs./0.6kg  
 Length:  
 8.3in/21.1cm  
 Width:  
 7.9in/20.1cm  
 Height:  
 4.5in/11.4cm  
 Operator Control Unit II (OCU II)  
 Height (antennas up):  
 20in/51cm  
 Height (body height):  
 9.5in/24.1cm  
 Width:  
 5.6in/14.2cm  
 Weight:  
 1.6lbs./0.84kg  
 Screen Size:  
 3.5in/8.9cm

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012879-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 2 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                  |                                                                                   |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Vendor<br>RECONROBOTICS, INC.<br>5251 W 73RD STREET<br>SUITE A<br><br>EDINA, MN 55439<br>USA<br>Tel#952-935-5515 | Ship To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br><br>MOBILE, AL 36608 |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
  
 MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/17/21     | 297233        |               |          |       | POLICE ADMIN SERVICES |

| LN | Description / Account                                    | Qty | Unit Price | Net Price |
|----|----------------------------------------------------------|-----|------------|-----------|
|    | OCU II Run Time:<br>Tested to 120 minutes<br>Vendor Item |     |            |           |

|   |                                            |  |  |          |
|---|--------------------------------------------|--|--|----------|
| 1 | 1000.30.15.1530.1534.1530.0000.0000.47010. |  |  | 15495.00 |
|---|--------------------------------------------|--|--|----------|

Ship To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
 MOBILE, AL 36608

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
 MOBILE, AL 36608

|     |                                                                                                                                            |              |             |          |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|
| 002 | BOMB PROTECTION DEVICE/THROWBOT 2<br>BASE KIT - CHANNEL C.2 WITH OCU II<br>PART#RSK-TB2-C NO SUBSTITUTIONS<br>Additional Description Notes | 1.00<br>EACH | 15495.00000 | 15495.00 |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|

-----  
 Throwbot® 2 Robot  
 Weight:  
 1.3 lbs./0.6kg  
 Length:  
 8.3in/21.1cm  
 Width:  
 7.9in/20.1cm  
 Height:  
 4.5in/11.4cm

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012879-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 3 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                  |                                                                                   |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Vendor<br>RECONROBOTICS, INC.<br>5251 W 73RD STREET<br>SUITE A<br><br>EDINA, MN 55439<br>USA<br>Tel#952-935-5515 | Ship To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br><br>MOBILE, AL 36608 |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
  
 MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/17/21     | 297233        |               |          |       | POLICE ADMIN SERVICES |

| LN | Description / Account                                                                                                                                                                                                                                              | Qty | Unit Price | Net Price |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-----------|
| 1  | Operator Control Unit II (OCU II)<br>Height (antennas up):<br>20in/51cm<br>Height (body height):<br>9.5in/24.1cm<br>Width:<br>5.6in/14.2cm<br>Weight:<br>1.6lbs./0.84kg<br>Screen Size:<br>3.5in/8.9cm<br>OCU II Run Time:<br>Tested to 120 minutes<br>Vendor Item |     |            | 15495.00  |
|    | 1 1000.30.15.1530.1534.1530.0000.0000.47010.                                                                                                                                                                                                                       |     |            |           |

Ship To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
 MOBILE, AL 36608

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
 MOBILE, AL 36608

|     |                                    |      |           |         |
|-----|------------------------------------|------|-----------|---------|
| 003 | BOMB PROTECTION DEVICE/SEARCHSTICK | 2.00 | 600.00000 | 1200.00 |
|     | POLE MODEL#SSP NO SUBSTITUTIONS    | EACH |           |         |
|     | Vendor Item                        |      |           |         |

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012879-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 4 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                  |                                                                                   |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Vendor<br>RECONROBOTICS, INC.<br>5251 W 73RD STREET<br>SUITE A<br><br>EDINA, MN 55439<br>USA<br>Tel#952-935-5515 | Ship To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br><br>MOBILE, AL 36608 |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
  
 MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/17/21     | 297233        |               |          |       | POLICE ADMIN SERVICES |

| LN  | Description / Account                                                                                                                                                 | Qty          | Unit Price | Net Price |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-----------|
| 1   | 1000.30.15.1530.1534.1530.0000.0000.47010.                                                                                                                            |              |            | 1200.00   |
|     | Ship To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br>MOBILE, AL 36608<br><br>Deliver To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br>MOBILE, AL 36608 |              |            |           |
| 004 | FREIGHT                                                                                                                                                               | 1.00<br>EACH | 440.00000  | 440.00    |
|     | Vendor Item<br>Inventory Item/Loc 14009                                                                                                                               |              |            |           |
| 1   | 1000.30.15.1530.1534.1530.0000.0000.47010.                                                                                                                            |              |            | 440.00    |
|     | Ship To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br>MOBILE, AL 36608<br><br>Deliver To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br>MOBILE, AL 36608 |              |            |           |

|                                                                                                          |                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012879-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

Page 5

Vendor  
 RECONROBOTICS, INC.  
 5251 W 73RD STREET  
 SUITE A

Ship To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE

MOBILE, AL 36608

EDINA, MN 55439  
 USA  
 Tel#952-935-5515

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE

MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/17/21     | 297233        |               |          |       | POLICE ADMIN SERVICES |

|                          |     |            |           |
|--------------------------|-----|------------|-----------|
| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|

[Requisition Link](#)

Requisition Total

32630.00

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

|                                            |                            |                  |
|--------------------------------------------|----------------------------|------------------|
| Account                                    | Amount                     | Remaining Budget |
| 1000.30.15.1530.1534.1530.0000.0000.47010. |                            |                  |
|                                            | 32630.00                   | 573133.56        |
| SPECIAL OPERATIONS DIV EXP                 | EQUIPMENT (GREATER \$5000) |                  |

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

|          |          |                       |                             |
|----------|----------|-----------------------|-----------------------------|
| Activity | Date     | Clerk                 | Comment                     |
| Forward  | 06/18/21 | JOHN PAINE            |                             |
| Approved | 09/29/21 | DONNA MICHELE STANLEY |                             |
| Approved | 09/29/21 | DONALD ROSE           | Auto approved by: 910514396 |
| Approved | 09/29/21 | SANDRA LEWIS          | Auto approved by: 910514396 |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/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 is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Schedule 084, Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response

FSC Group: 84 Law Enforcement & Security Equipment

CONTRACT NUMBER: GS-07F-0075U

CONTRACT PERIOD: 11.02.07-11.01.22

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at [www.gsa.gov](http://www.gsa.gov)

CONTRACTOR: ReconRobotics, Inc.  
5251 W 73rd St Ste A  
Edina, MN 55439-2221  
Phone: 952-935-5515  
Fax: 952-935-5508  
Website: <http://www.reconrobotics.com/>

CONTRACTOR'S ADMINISTRATION SOURCE: Andrew Drenner, 952-935-5515,  
[andrew.drenner@reconrobotics.com](mailto:andrew.drenner@reconrobotics.com)

BUSINESS SIZE: Small

SOCIOECONOMIC INDICATORS: None

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

| SIN    | DESCRIPTION                                                  |
|--------|--------------------------------------------------------------|
| 334220 | Surveillance Systems, Wearable Body Cameras, Vehicular Video |

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:  
(Government net price based on a unit of one)

| <u>SIN</u>          | <u>MODEL</u> | <u>PRICE</u> |
|---------------------|--------------|--------------|
| See Product Pricing |              |              |

1c. HOURLY RATES: (Services Only)  
N/A

2. MAXIMUM ORDER\*: \$250,000 per SIN/per order

\*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. MINIMUM ORDER: None
4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities or give details as negotiated
5. POINT(S) OF PRODUCTION: Minneapolis, MN
6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.
7. QUANTITY DISCOUNT(S): None
8. PAYMENT TERMS: Net 30 Days
- 9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.
- 9.b Government Purchase Cards are accepted above the micro-purchase threshold.
10. FOREIGN ITEMS: None
- 11a. TIME OF DELIVERY: 30-120 DARO
- 11b. EXPEDITED DELIVERY: 3 Days if in stock
- 11c. OVERNIGHT AND 2-DAY DELIVERY: Consult with Contractor
- 11d. URGENT REQUIREMENTS: Consult with Contractor
12. FOB POINT: Origin, freight prepaid and allowed (free freight) for CONUS destinations, including prepaid insurance as appropriate
- 13a. ORDERING ADDRESS: Same as Contractor's Address
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. PAYMENT ADDRESS: Same as Contractor's Address
15. WARRANTY PROVISION: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty
16. EXPORT PACKING CHARGES: None
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: None
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 Compliance for EIT: as applicable
- 25. DUNS NUMBER: 191067664
- 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of Purchase Order to W.W. Grainger Inc for 3 FirstLook FLIR robot systems for MPD.

General Fund.

**Amount of Contract:**

\$131,800.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                          | Type       | Upload Date |
|--------------------------------------|------------|-------------|
| 20210930 Grainger Agenda Package POs | Cover Memo | 9/30/2021   |

**REVIEWERS:**

| Department Reviewer              | Action   | Date                |
|----------------------------------|----------|---------------------|
| Mayors Office      Barber, James | Approved | 9/30/2021 - 2:27 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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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:

| <b>Requisition</b>            | <b>Fiscal Year</b> | <b>Department</b>               | <b>Description</b>                                                                                                                                      | <b>Amount</b> | <b>Vendor</b>                              |
|-------------------------------|--------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------|
| <u>12662,</u><br><u>12911</u> | 2021               | (1530) POLICE<br>ADMIN SERVICES | 2 FIRSTLOOK GEN<br>2, 1 FIRSTLOOK<br>GEN 3, FLIR ROBOT<br>SYSTEMS<br>(SOURCEWELL<br>COOPERATIVE<br>PURCHASNG<br>AGREEMENT, NOT<br>ON STATE<br>CONTRACT) | \$131,800.00  | <u>(270017) W W</u><br><u>GRAINGER INC</u> |

Adopted:

---

City Clerk

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012662-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
 W W GRAINGER INC  
 1241 MONTLIMAR DR

Ship To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE

MOBILE, AL 36608

MOBILE, AL 36609

Tel#251-661-1035  
 Fax 251-661-8613

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE

MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/14/21     | 270017        |               |          |       | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|-----------------------|-----|------------|-----------|
|----|-----------------------|-----|------------|-----------|

General Notes

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |              |             |          |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|
| 001 | AS PER YOUR QUOTE 2048848786<br>REMOTE OPERATIONS EQUIP/FLIR<br>FIRSTLOOK ROBOTIC SYSTEM, GEN 2<br>110 FIRSTLOOK ROBOTIC SYSTEM<br>INCLUDES ONE (1) YEAR WARRANTY<br>-CHASSIS WITH FLIPPERS (1)<br>BUILT-IN CAMERAS WITH IR<br>ILLUMINATION INTEGRATED LITHIUM<br>ION BATTERY -RUGGEDIZED HEADS-DOWN<br>CONTROLLER (1) INTEGRATED LITHIUM<br>ION BATTERY -SINGLE CHARGER FOR<br>CONTROLLER AND CHASSIS (1) AC<br>POWER PLUG AND DC POWER CABLE FOR<br>BB2590/U BATTERY -2.4 GHZ<br>COMMUNICATION PACKAGE (1) -2-WAY<br>AUDIO HEADSET AND MICROPHONE (1)<br>-AWARE 2: OCU SOFTWARE LICENSE (1)<br>-AWARE 2: ROBOT SOFTWARE LICENSE<br>(1) -RUGGED TRANSIT CASE AND<br>DOCUMENTATION (1)<br>Additional Description Notes<br>MFG #4363258-243D<br>Vendor Item | 2.00<br>EACH | 32225.00000 | 64450.00 |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|

1 1000.30.15.1530.1534.1530.0000.0000.47010.

64450.00

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012662-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 2 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
W W GRAINGER INC  
1241 MONTLIMAR DR

Ship To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE

MOBILE, AL 36608

MOBILE, AL 36609

Tel#251-661-1035  
Fax 251-661-8613

Deliver To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE

MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/14/21     | 270017        |               |          |       | POLICE ADMIN SERVICES |

| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|
|--------------------------|-----|------------|-----------|

Ship To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
MOBILE, AL 36608

Deliver To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
MOBILE, AL 36608

## Requisition Link

Requisition Total 64450.00

### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

| Account                                               | Amount   | Remaining Budget |
|-------------------------------------------------------|----------|------------------|
| 1000.30.15.1530.1534.1530.0000.0000.47010.            | 64450.00 | 573133.56        |
| SPECIAL OPERATIONS DIV EXP EQUIPMENT (GREATER \$5000) |          |                  |

### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

| Activity   | Date     | Clerk                 | Comment                     |
|------------|----------|-----------------------|-----------------------------|
| CCancelled | 09/28/21 | DONNA MICHELE STANLEY | GL Allocation changed       |
| Forward    | 06/15/21 | JOHN PAINE            |                             |
| Approved   | 09/28/21 | DONNA MICHELE STANLEY |                             |
| Approved   | 09/28/21 | DONALD ROSE           | Auto approved by: 910514396 |
| Approved   | 09/28/21 | SANDRA LEWIS          | Auto approved by: 910514396 |
| Approved   | 09/28/21 | JOHN PAINE            | Auto approved by: 910514396 |

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| =====                           | =====                                      |
| Bill To                         | Requisition 00012662-00 FY 2021            |
| ACCOUNTS PAYABLE                |                                            |
| P O BOX 389                     | Acct No:                                   |
|                                 | 1000.30.15.1530.1534.1530.0000.0000.47010. |
| MOBILE, AL                      | Review:                                    |
| 36601                           | Buyer: 910514396                           |
| vendorinvoices@cityofmobile.org | Status: Approved                           |
|                                 | Page 3                                     |
| =====                           | =====                                      |

Vendor  
W W GRAINGER INC  
1241 MONTLIMAR DR

Ship To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE

MOBILE, AL 36608

MOBILE, AL 36609

Tel#251-661-1035  
Fax 251-661-8613

Deliver To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE

MOBILE, AL 36608

|          |        |          |       |       |                       |
|----------|--------|----------|-------|-------|-----------------------|
| -----    | -----  | -----    | ----- | ----- | -----                 |
| Date     | Vendor | Date     | Ship  |       |                       |
| Ordered  | Number | Required | Via   | Terms | Department            |
| -----    | -----  | -----    | ----- | ----- | -----                 |
| 06/14/21 | 270017 |          |       |       | POLICE ADMIN SERVICES |
| -----    | -----  | -----    | ----- | ----- | -----                 |

|                          |     |             |           |
|--------------------------|-----|-------------|-----------|
| LN Description / Account | Qty | Unit Price  | Net Price |
| Authorized By: _____     |     | Date: _____ |           |
| Signature                |     |             |           |

|                                                                                                          |                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012911-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

Page 1

Vendor  
 W W GRAINGER INC  
 1241 MONTLIMAR DR

Ship To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE

MOBILE, AL 36608

MOBILE, AL 36609

Tel#251-661-1035  
 Fax 251-661-8613

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE

MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/18/21     | 270017        |               |          |       | POLICE ADMIN SERVICES |

| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|
|--------------------------|-----|------------|-----------|

General Notes

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |              |             |          |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|
| 001 | AS PER YOUR QUOTE 2048859809<br>REMOTE OPERATIONS EQUIP/FLIR GEN 3<br>PLATFORM 110 FIRSTLOOK ROBOTIC<br>SYSTEM INCLUDES ONE (1) YEAR<br>WARRANTY -CHASSIS WITH FLIPPERS<br>(1) BUILT-IN CAMERAS WITH IR<br>ILLUMINATION INTEGRATED LITHIUM<br>ION BBATTERY -SINGLE CHARGER FOR<br>CHASSIS (1) AC POWER PLUG AND DC<br>POWER CABLE FOR BB2590/U BATTERY<br>-1-WAY AUDIO HEADSET AND<br>MICROPHONE (1) -2.4GHZ UPOINT<br>FIRSTLOOK ROBOT (1) -2.4GHZ UPOINT<br>OPERATOR CONTROL (1) -UPOINT OCU<br>SOFTWARE LICENSE (1) -AWARE 2:<br>ROBOT SOFTWARE LICENSE (1) -RUGGED<br>TRANSIT CASE AND DOCUMENTATION (1)<br>ITEM#4523214-240 NO SUBSTITUTIONS<br>Additional Description Notes | 1.00<br>EACH | 67300.00000 | 67300.00 |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|----------|

MFG PART #4523214-240  
 Vendor Item

|                                              |          |
|----------------------------------------------|----------|
| 1 1000.30.15.1530.1534.1530.0000.0000.47010. | 67300.00 |
|----------------------------------------------|----------|

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012911-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 2 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor  
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MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/18/21     | 270017        |               |          |       | POLICE ADMIN SERVICES |

| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|
|--------------------------|-----|------------|-----------|

Ship To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
MOBILE, AL 36608

Deliver To  
POLICE SPECIAL OPERATIONS  
4851 MUSEUM DRIVE  
MOBILE, AL 36608

## Requisition Link

|                   |          |
|-------------------|----------|
| Requisition Total | 67300.00 |
|-------------------|----------|

### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

| Account                                               | Amount   | Remaining Budget |
|-------------------------------------------------------|----------|------------------|
| 1000.30.15.1530.1534.1530.0000.0000.47010.            | 67300.00 | 573133.56        |
| SPECIAL OPERATIONS DIV EXP EQUIPMENT (GREATER \$5000) |          |                  |

### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

| Activity   | Date     | Clerk                 | Comment                        |
|------------|----------|-----------------------|--------------------------------|
| CCancelled | 09/28/21 | DONNA MICHELE STANLEY | Requisition item removed chang |
| Forward    | 06/18/21 | JOHN PAINE            |                                |
| Approved   | 09/28/21 | DONNA MICHELE STANLEY |                                |
| Approved   | 09/28/21 | DONALD ROSE           | Auto approved by: 910514396    |
| Approved   | 09/28/21 | SANDRA LEWIS          | Auto approved by: 910514396    |
| Approved   | 09/28/21 | JOHN PAINE            | Auto approved by: 910514396    |

|                                                                                                                   |                                                                                                                                                           |                 |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| =====<br>Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | =====<br>Requisition 00012911-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | =====<br>Page 3 |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|

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|                 |                  |                  |             |       |                       |
|-----------------|------------------|------------------|-------------|-------|-----------------------|
| Date<br>Ordered | Vendor<br>Number | Date<br>Required | Ship<br>Via | Terms | Department            |
| 06/18/21        | 270017           |                  |             |       | POLICE ADMIN SERVICES |

|                          |     |             |           |
|--------------------------|-----|-------------|-----------|
| LN Description / Account | Qty | Unit Price  | Net Price |
| Authorized By: _____     |     | Date: _____ |           |
| Signature                |     |             |           |

**FORM E****CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 121218-WWG

Proposer's full legal name: W.W. Grainger, Inc.

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be January 25, 2019 and will expire on January 25, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:

*Jeremy Schwartz*

505074139006489  
DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:

*Chad Coquette*

7E42B8F817A84CC  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on January 23, 2019

Sourcewell Contract # 121218-WWG

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Grainger

Authorized Signatory's Title Sr. National Government Sales Manager

*Chris Porter*

VENDOR AUTHORIZED SIGNATURE

Chris Porter

(NAME PRINTED OR TYPED)

Executed on Jan. 29, 2019

Sourcewell Contract # 121218-WWG



## Pricing Offer

**Category Discounts:** Our North American offer encompasses significant discounting across 21 MRO categories. These category discounts are applied to Grainger North America's Contract Reference Price (CRP). For Sourcewell Members, CRP is found on [Grainger.com](http://Grainger.com) and [Acklands-Grainger.com](http://Acklands-Grainger.com) when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across 21 MRO categories.

### Grainger North America MRO Category Discounts:

| Sourcewell MRO Categories (US & Canada) | Current CRP Discount |
|-----------------------------------------|----------------------|
| Air Filters                             | 40%                  |
| Batteries                               | 19%                  |
| Cleaning Equipment & Supplies           | 22%                  |
| Electrical Supplies                     | 23%                  |
| Fasteners                               | 30%                  |
| HVAC Supplies                           | 17%                  |
| Lab Supplies                            | 15%                  |
| Lighting/Lamps/Ballast                  | 22%                  |
| Lubricants, Adhesives, Sealants & Tape  | 10%                  |
| Material Handling, Storage & Packaging  | 15%                  |
| Measuring Tools & Test Instruments      | 6%                   |
| Motors & Power Transmission             | 19%                  |
| Outdoor Equipment                       | 12%                  |
| Paint                                   | 10%                  |
| Plumbing                                | 20%                  |
| Pumps & Pneumatics                      | 6%                   |
| Safety                                  | 19%                  |
| Security                                | 15%                  |
| Hand Tools                              | 14%                  |
| Power Tools                             | 11%                  |
| Welding, Machining & Cutting            | 10%                  |

**North American Market Basket:** This offer is comprised of the highest volume and most frequently purchased products by a broad mix of government agencies. Additionally, it represents an intentional effort to include a significant number of items identified as:

- Sustainable and Green Certified
- Grainger Choice or "house brand" lower cost substitutes
- Safety focused products

The North American Market Basket pricing is aggressive and will be held firm for 12 months. To keep the Market Basket meaningful throughout the life of this contract, the product selection will be evaluated and updated each year to ensure relevant product selections.

**Member Market Baskets:** In addition to the Grainger North America Market Basket, we offer the ability for each Member to create a custom market basket of up to 250 items. To drive additional cost savings while enhancing procurement stability, Members can select a custom market basket consisting of products the individual Member most frequently procures. The Grainger North America Sales team will work with Member's seeking to consolidate, standardize and to identify a product list and price.

**General Catalog Discounting:** Grainger recognizes the operational importance to provide members access to MRO items that fall outside the market basket which may not be aligned to a category. **North America Grainger provides a 5% discount off its CRP Price on products that fall outside market baskets and defined category discounts.**

**Large Order and Volume Discounts:** Grainger has years of experience working with Sourcewell Members on individual projects and discounted pricing. Grainger North America will continue to work with Sourcewell Members to leverage additional discounts for large, single orders, based on size and scope.

**Customer Specific Pricing (CSP):** Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities.

*Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 11 (Sourcewell's Vendor Price & Product Change Form, referenced in RFP #121218). These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America.*

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



Rachel Laurie Riddle  
Chief Examiner

May 27, 2021

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

**PUBLIC WORKS NOTICE:** This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018).

Alabama Community College System  
Alabama County Commissions  
Alabama Municipalities  
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

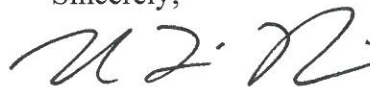
Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

  
Rachel Laurie Riddle  
CHIEF EXAMINER



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Kiesler Police Supply Inc for 12 night vision devices for MPD.

General fund.

**Amount of Contract:**

\$76,488.30

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                         | Type       | Upload Date |
|-------------------------------------|------------|-------------|
| 20210930 Kiesler Agenda Package POs | Cover Memo | 9/30/2021   |

**REVIEWERS:**

| Department Reviewer              | Action   | Date                |
|----------------------------------|----------|---------------------|
| Mayors Office      Barber, James | Approved | 9/30/2021 - 2:25 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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---

---

FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b>           | <b>Fiscal Year</b> | <b>Department</b>               | <b>Description</b>                                                                                                                                                      | <b>Amount</b> | <b>Vendor</b>                                                 |
|------------------------------|--------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------|
| <u>9842,</u><br><u>12566</u> | 2021               | (1530) POLICE<br>ADMIN SERVICES | 2 NVD SG-19 NIGHT<br>VISION<br>BINOCULARS; 2<br>PVS-14 NIGHT<br>VISION<br>MONOCULARS; 8<br>TNVC RUGGEDIZED<br>NIGHT VISION<br>BINOCULAR<br>GOGGLES (SEALED<br>BID 5607) | \$76,488.30   | <u>(297403) KIESLER</u><br><u>POLICE SUPPLY</u><br><u>INC</u> |

Adopted:

---

City Clerk

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00009842-00 FY 2021<br><br>Acct No:<br>5300.30.15.0000.0000.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|        |                                                                                   |
|--------|-----------------------------------------------------------------------------------|
| Vendor | Ship To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br><br>MOBILE, AL 36608 |
|--------|-----------------------------------------------------------------------------------|

Delivery Reference  
 PAUL ALFORD

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
  
 MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 04/20/21     | 00000         |               |          |       | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|-----------------------|-----|------------|-----------|
|----|-----------------------|-----|------------|-----------|

General Notes

|     |                                                             |              |            |          |
|-----|-------------------------------------------------------------|--------------|------------|----------|
| 001 | AS PER MY BID 5607 AND YOUR QUOTE<br>BINOCULARS AS FOLLOWS: | 2.00<br>EACH | 6714.75000 | 13429.50 |
|-----|-------------------------------------------------------------|--------------|------------|----------|

Additional Description Notes

PART NUMBER: NVD NVD-BNVD-SG-19; BNVD-SG NIGHT VISION BINOCULARS W/ELBIT WP  
 1900FOM IMAGE INTENSIFIER; NV WHT PHOSP BINO 1900FOM KIT; MANUFACTURER:  
 NIGHT VISION DEVICES

BNVD-WP-1900  
 Vendor Item  
 Inventory Item/Loc 9347

|   |                                                                        |  |  |          |
|---|------------------------------------------------------------------------|--|--|----------|
| 1 | 5300.30.15.0000.0000.1530.0000.0000.47010.<br>E G-PD20LET .CAPEQUIPMT. |  |  | 13429.50 |
|---|------------------------------------------------------------------------|--|--|----------|

Ship To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE  
 MOBILE, AL 36608  
 Delivery Reference  
 PAUL ALFORD

Deliver To  
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|                                                                                                          |                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00009842-00 FY 2021<br><br>Acct No:<br>5300.30.15.0000.0000.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

Page 2

Vendor

Ship To  
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MOBILE, AL 36608

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 04/20/21     | 00000         |               |          |       | POLICE ADMIN SERVICES |

| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|
|--------------------------|-----|------------|-----------|

|                                                                                |              |            |         |
|--------------------------------------------------------------------------------|--------------|------------|---------|
| 002 VD 140022; PVS-14 NV MONOCULAR<br>1900FOM;<br>Additional Description Notes | 2.00<br>EACH | 2990.65000 | 5981.30 |
|--------------------------------------------------------------------------------|--------------|------------|---------|

VD 140022; PVS-14 NV MONOCULAR 1900FOM; MANUFACTURER: NIGHT VISION DEVICES  
 PVS-14-WP-1900

|                                                                          |         |
|--------------------------------------------------------------------------|---------|
| 1 5300.30.15.0000.0000.1530.0000.0000.47010.<br>E G-PD20LET .CAPEQUIPMT. | 5981.30 |
|--------------------------------------------------------------------------|---------|

Ship To  
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 MOBILE, AL 36608  
 Delivery Reference  
 PAUL ALFORD

Deliver To  
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 MOBILE, AL 36608

|                                                                                   |              |           |        |
|-----------------------------------------------------------------------------------|--------------|-----------|--------|
| 003 WIL 28300G11-B; L4 G11 MNT<br>NON-BRKAWAY BLK<br>Additional Description Notes | 2.00<br>EACH | 308.88000 | 617.76 |
|-----------------------------------------------------------------------------------|--------------|-----------|--------|

WIL 28300G11-B; L4 G11 MNT NON-BRKAWAY BLK; MANUFACTURER: WILCOX;

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00009842-00 FY 2021<br><br>Acct No:<br>5300.30.15.0000.0000.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 3 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|        |                                                                                   |
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|--------------|---------------|---------------|----------|-------|-----------------------|
| 04/20/21     | 00000         |               |          |       | POLICE ADMIN SERVICES |

| LN                                                                                                                                                                                                         | Description / Account                                                                                                                                                                     | Qty          | Unit Price | Net Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-----------|
| 1                                                                                                                                                                                                          | 5300.30.15.0000.0000.1530.0000.0000.47010.<br>E G-PD20LET .CAPEQUIPMT.                                                                                                                    |              |            | 617.76    |
| Ship To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br>MOBILE, AL 36608<br>Delivery Reference<br>PAUL ALFORD<br><br>Deliver To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br>MOBILE, AL 36608 |                                                                                                                                                                                           |              |            |           |
| 004                                                                                                                                                                                                        | WIL 28300G24-B; L4 G24 MOUNT W/<br>LOW PRO BR BK; MANUFACTURER:<br>WILCOX<br>Additional Description Notes<br>-----<br>WIL 28300G24-B; L4 G24 MOUNT W/ LOW PRO BR BK; MANUFACTURER: WILCOX | 2.00<br>EACH | 415.00000  | 830.00    |
| 1                                                                                                                                                                                                          | 5300.30.15.0000.0000.1530.0000.0000.47010.<br>E G-PD20LET .CAPEQUIPMT.                                                                                                                    |              |            | 830.00    |

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00009842-00 FY 2021<br><br>Acct No:<br>5300.30.15.0000.0000.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 4 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|

Vendor

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|--------------|---------------|---------------|----------|-------|-----------------------|
| 04/20/21     | 00000         |               |          |       | POLICE ADMIN SERVICES |

| LN Description / Account                                                                                                                                                                                   | Qty | Unit Price | Net Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-----------|
| Ship To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br>MOBILE, AL 36608<br>Delivery Reference<br>PAUL ALFORD<br><br>Deliver To<br>POLICE SPECIAL OPERATIONS<br>4851 MUSEUM DRIVE<br>MOBILE, AL 36608 |     |            |           |

## Requisition Link

Requisition Total 20858.56

### \*\*\*\*\* Project Ledger Summary Section \*\*\*\*\*

| Account                  | Amount   | Remaining Budget |
|--------------------------|----------|------------------|
| E G-PD20LET .CAPEQUIPMT. | 20858.56 | 14088.40         |

### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

| Account                                    | Amount                     | Remaining Budget |
|--------------------------------------------|----------------------------|------------------|
| 5300.30.15.0000.0000.1530.0000.0000.47010. | 20858.56                   | 573133.56        |
| MISC POLICE GRANTS EXP                     | EQUIPMENT (GREATER \$5000) |                  |

### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

| Activity   | Date     | Clerk                 | Comment                        |
|------------|----------|-----------------------|--------------------------------|
| CCancelled | 09/23/21 | DONNA MICHELE STANLEY | Requisition item removed chang |
| CCancelled | 09/23/21 | DONNA MICHELE STANLEY | GL Allocation, GL Allocation c |
| Approved   | 04/20/21 | TAYLOR HARRIS         | Auto approved by: 910519069    |

|                                                                                                          |                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00009842-00 FY 2021<br><br>Acct No:<br>5300.30.15.0000.0000.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

Page 5

Vendor

Ship To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Delivery Reference  
 PAUL ALFORD

Deliver To  
 POLICE SPECIAL OPERATIONS  
 4851 MUSEUM DRIVE

MOBILE, AL 36608

| Date<br>Ordered | Vendor<br>Number | Date<br>Required | Ship<br>Via | Terms | Department            |
|-----------------|------------------|------------------|-------------|-------|-----------------------|
| 04/20/21        | 00000            |                  |             |       | POLICE ADMIN SERVICES |

| LN       | Description / Account          | Qty | Unit Price | Net Price |
|----------|--------------------------------|-----|------------|-----------|
| Approved | 04/20/21 NANCY NGUYEN          |     |            |           |
| Approved | 04/20/21 RANDY THREADGILL      |     |            |           |
| Unknown  | 09/29/21 NANCY NGUYEN          |     |            |           |
| Approved | 09/29/21 TAYLOR HARRIS         |     |            |           |
| Approved | 09/29/21 NANCY NGUYEN          |     |            |           |
| Approved | 09/29/21 RANDY THREADGILL      |     |            |           |
| Forward  | 04/20/21 JOHN PAINE            |     |            |           |
| Approved | 09/29/21 DONNA MICHELE STANLEY |     |            |           |
| Approved | 09/29/21 DONALD ROSE           |     |            |           |
| Approved | 09/29/21 SANDRA LEWIS          |     |            |           |
| Approved | 09/29/21 JOHN PAINE            |     |            |           |

Auto approved by: 910519069

Auto approved by: 910519069

Auto approved by: 910519069

Auto approved by: 910514396

Auto approved by: 910514396

Auto approved by: 910514396

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

|                                                                                                          |                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012566-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

Page 1

Vendor

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            |
| 06/11/21     | 00000         |               |          |       | POLICE ADMIN SERVICES |

| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|
|--------------------------|-----|------------|-----------|

General Notes

|                                                                                                                                                                                                      |              |            |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|----------|
| 001 AS PER MY BID 5607 AND YOUR QUOTE<br>NIGHT VISION SYSTEMS/TNVC TNV/RNVG<br>CR123/AP GEN 3 BINOUCLAR NIGHT<br>VISION DEVICE L-3 UNFILMED WHITE<br>PHOSPHOR, BLACK *NO SUBSTITUTION<br>Vendor Item | 8.00<br>EACH | 7134.75000 | 57078.00 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|----------|

|                                              |          |
|----------------------------------------------|----------|
| 1 1000.30.15.1530.1534.1530.0000.0000.47010. | 57078.00 |
|----------------------------------------------|----------|

Ship To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET  
 MOBILE, AL 36606

Deliver To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET  
 MOBILE, AL 36606

|                                                                                                                       |              |           |         |
|-----------------------------------------------------------------------------------------------------------------------|--------------|-----------|---------|
| 002 NIGHT VISION SYSTEMS/WILCOX L4 G24<br>MOUNT W/LOW PROFILE BREAKAWAY<br>BASE-BLACK NO SUBSTITUTIONS<br>Vendor Item | 8.00<br>EACH | 415.00000 | 3320.00 |
|-----------------------------------------------------------------------------------------------------------------------|--------------|-----------|---------|

|                                              |         |
|----------------------------------------------|---------|
| 1 1000.30.15.1530.1534.1530.0000.0000.47010. | 3320.00 |
|----------------------------------------------|---------|

|                                                                                                          |                                                                                                                                                  |        |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012566-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved | Page 2 |
| Vendor                                                                                                   | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606                                                                 |        |

Deliver To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET  
  
 MOBILE, AL 36606

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department            |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/11/21     | 00000         |               |          |       | POLICE ADMIN SERVICES |

| LN Description / Account                                                        | Qty | Unit Price | Net Price |
|---------------------------------------------------------------------------------|-----|------------|-----------|
| Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606    |     |            |           |
| Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 |     |            |           |

#### Requisition Link

Requisition Total 60398.00

#### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

| Account                                               | Amount   | Remaining Budget |
|-------------------------------------------------------|----------|------------------|
| 1000.30.15.1530.1534.1530.0000.0000.47010.            | 60398.00 | 573133.56        |
| SPECIAL OPERATIONS DIV EXP EQUIPMENT (GREATER \$5000) |          |                  |

#### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

| Activity   | Date     | Clerk                 | Comment                        |
|------------|----------|-----------------------|--------------------------------|
| CCancelled | 09/23/21 | DONNA MICHELE STANLEY | Requisition item removed chang |
| Forward    | 06/11/21 | JOHN PAINE            |                                |
| Approved   | 09/28/21 | DONNA MICHELE STANLEY |                                |
| Approved   | 09/28/21 | DONALD ROSE           | Auto approved by: 910514396    |
| Approved   | 09/28/21 | SANDRA LEWIS          | Auto approved by: 910514396    |
| Approved   | 09/28/21 | JOHN PAINE            | Auto approved by: 910514396    |

|                                                                                                          |                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00012566-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1534.1530.0000.0000.47010.<br>Review:<br>Buyer: 910514396<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

Page 3

Vendor

Ship To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET  
  
 MOBILE, AL 36606

Deliver To  
 POLICE HEADQUARTERS  
 2460 GOVERNMENT STREET  
  
 MOBILE, AL 36606

|                 |                  |                  |             |       |                       |
|-----------------|------------------|------------------|-------------|-------|-----------------------|
| Date<br>Ordered | Vendor<br>Number | Date<br>Required | Ship<br>Via | Terms | Department            |
| 06/11/21        | 00000            |                  |             |       | POLICE ADMIN SERVICES |

|                                                  |     |             |           |
|--------------------------------------------------|-----|-------------|-----------|
| LN Description / Account<br>Authorized By: _____ | Qty | Unit Price  | Net Price |
| Signature                                        |     | Date: _____ |           |

|                              | (29403) KIESLER | TNVC<br>CHRIS HUBER | TNVC<br>WILL FONG |
|------------------------------|-----------------|---------------------|-------------------|
| K9 CAMERA                    | NO BID          | NO BID              | NO BID            |
| K9 HARNESS                   | NO BID          | NO BID              | NO BID            |
| ARM POUCH                    | NO BID          | NO BID              | NO BID            |
| K9 CAMERA ADAPTER            | NO BID          | NO BID              | NO BID            |
| NV BINOCULAR LBIT WP 1900FOM | \$ 6,714.75     | NO BID              | NO BID            |
| NV MONOCULAR                 | \$ 2,990.65     | \$ 3,199.00         | \$ 3,249.00       |
| L4 G24 MOUNT                 | \$ 486.85       | \$ 415.00           | \$ 430.00         |
| G11 MOUNT                    | \$ 328.81       | \$ 315.00           | \$ 308.88         |
| FLIR MONOCULAR               | NO BID          | NO BID              | NO BID            |
| TNV/RNVG CR123               | \$ 7,134.75     | \$ 7,860.00         | \$ 7,869.00       |

# BID SHEET

## This is Not an Order

.....

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

Buyer: 006

|           |         |            |                                               |
|-----------|---------|------------|-----------------------------------------------|
| DATE      | BID NO. | DEPARTMENT | Commodities to be delivered F.O.B. Mobile to: |
| 8/17/2021 | 5607    | POLICE     | As Specified                                  |

**This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Friday, September 3, 2021**

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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](http://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](http://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.

## Page \_\_\_\_\_ of \_\_\_\_\_

QTY  
2-25

READ ABOVE INSTRUCTIONS BEFORE QUOTING

By \_\_\_\_\_

206

# BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

| QUANTITY    | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | UNIT | UNIT PRICE |       | EXTENSION |       |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      | Dollars    | Cents | Dollars   | Cents |
| QTY<br>2-25 | <p>Page 3 of 6</p> <p>The Night Vision Monoculars:<br/>Minimum FOM 1900 White Phosphorous Intensifier tubes</p> <p>PVS-14 Monocular Housing, Color Black<br/>Waterproofed using Nitrogen purge<br/>Aluminum or Titanium Stop Focus Ring<br/>Must meet MIL-PRF-49324(CR), MIL-PRF-49427(CR) and MIL-STD-810G<br/>Powered by AA Batteries<br/>HardCase<br/>Sacrificial Window<br/>Demist Shield<br/>Lens Cap<br/>Rubber Eyecup<br/>Shall be mounted with Wilcox G-11 Mount or equal</p> <p>Make _____ Model _____</p> |      |            |       |           |       |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |            |       |           |       |
| QTY<br>2-25 | <p>Wilcox L4 G24 mount or equal to be used with above binocular.</p> <p>Mount shall have mounting options for AN/PVS-31A-BNVD<br/>Mount shall have a break-away feature<br/>Mount shall have a height adjustment a minimum of 0.9" vertical<br/>Mount shall have a forward and aft travel a minimum of 1"<br/>Mount shall have a finite tilt ability a minimum of 1-15%U.<br/>Mount shall have lifetime warranty</p> <p>Make _____ Model _____</p>                                                                  |      |            |       |           |       |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |            |       |           |       |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      | 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.

## Page \_\_\_\_\_ of \_\_\_\_\_

QTY  
8- 50

By \_\_\_\_\_

208

# BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      | Dollars    | Cents | Dollars   | Cents |
|          | <p>Page 5 of 6</p> <p>Quanties listed are approximations.</p> <p>Brand names are to establish minimum standards unless "NO SUBSTITUTIONS" is stated for that item.</p> <p>Pricing to be firm for a one-year period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one-year periods</p> <p>All prices quoted are to be delivered prices F.O.B. Mobile. andards.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>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.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>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.<br/>(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).</p> <p>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.</p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      | TOTAL      |       |           |       |

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION  
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name \_\_\_\_\_

By \_\_\_\_\_

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

## BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      | Dollars    | Cents | Dollars   | Cents |
|          | <p>Page 6 of 6</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions, please feel free to contact the Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>. Questions are not to be directed to a department. Any answers received not via <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a> are not official and will not be honored.</p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      | 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.

## Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart.9.4.

### 4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

#### 5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

#### 7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

#### 8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org). Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

#### 9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (Forbid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



## **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)**



# ADDENDUM

August 17, 2021

## RE: City of Mobile Bid #5607 for NIGHT VISION DEVICE

Please consider the following to be ADDENDUM to City of Mobile for Bid #5607 for NIGHT VISION DEVICE

### Change

Replace page 2 with the revised page to include the following:

Delete: **THE FOLLOWING ITEMS TO BE AWARDED ON ALL OR NONE BASIS.**

Replace with: **THE FOLLOWING ITEMS TO BE AWARDED ON ITEM BASIS.**

\*\*\*Beginning on page 2, all items are to be awarded on an item basis.\*\*\*

If you have any questions, please feel free to send them to [purchasing@cityofmobile.org](mailto:purchasing@cityofmobile.org).

Thank you for your consideration in this matter.

  
John Paine  
Purchasing Agent  
City of Mobile  
JP/tajb



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Kingdom Horse Trailers LLC for one 2022 Shadow 4-horse eventer trailer with dressing room.

General Fund.

**Amount of Contract:**

\$48,650.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                         | Type       | Upload Date |
|-------------------------------------|------------|-------------|
| 20210930 Kingdom Agenda Package POs | Cover Memo | 9/30/2021   |

**REVIEWERS:**

| Department Reviewer              | Action   | Date                |
|----------------------------------|----------|---------------------|
| Mayors Office      Barber, James | Approved | 9/30/2021 - 2:25 PM |

## AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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|                                                                                                          |                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| =====                                                                                                    | =====                                                                                                                                  |
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00013404-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1532.1530.0000.0000.47010.<br>Review:<br>Buyer:<br>Status: Approved |
|                                                                                                          | Page 1                                                                                                                                 |
| =====                                                                                                    | =====                                                                                                                                  |

Vendor  
KINGDOM HORSE TRAILERS LLC  
213 E. JARRETTSVILLE ROAD  
SUITE F

FOREST HILL, MD 21050  
USA  
Tel#4436406333

Ship To  
POLICE MOUNTED UNIT  
1251 VIRGINIA STREET  
  
MOBILE, AL 36604

Deliver To  
POLICE MOUNTED UNIT  
1251 VIRGINIA STREET  
  
MOBILE, AL 36604

|                  |                       |
|------------------|-----------------------|
| -----            | -----                 |
| Date<br>Ordered  | Vendor<br>Number      |
| 06/28/21         | 297245                |
| Date<br>Required | Ship<br>Via           |
|                  |                       |
| Terms            | Department            |
|                  | POLICE ADMIN SERVICES |
| -----            | -----                 |

| LN Description / Account            | Qty  | Unit Price  | Net Price |
|-------------------------------------|------|-------------|-----------|
| 001 TRAILER HORSE, HORSE CAPACITY : | 1.00 | 48650.00000 | 48650.00  |
|                                     | EACH |             |           |

Additional Description Notes

-----  
2022 SHADOW 4-HORSE EVENTER SERIES GOOSENECK, INCLUDES INSULATED ROOF FRONT TO BACK, INSULATED WALLS IN THE HORSE AREA, FANS IN HORSE AREA AND FRONT DRESS, ROOF VENTS FOR HORSES, REAR TACK, ROOF MOUNTED A/C UNIT IN DRESS, HYDRAULIC JACK,

SHADOW LINING IN HORSE BOX - LOWER 48"  
OUTSIDE SHEETING COLOR: WHITE  
TO INCLUDE TEMPORARY TAG AND DEALER PROCESS  
VENDOR TO PROVIDE A KINGDOM SHADOW SERIES TRAILER MODEL69226E-4SL-GNE-54PP.

TRAILER TO BE PROVIDED WITHOUT ROOF MOUNTED GENERATOR, BUT TO HAVE SHORE POWER CONNECTION FOR USE WITH A CITY PROVIDED PORTABLE GENERATOR.

NO CHANGES TOO THE TRAILER OR SPECIFICATIONS ARE TO BE DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE.

NO EMPLOYEE OF THE CITY HAS THE AUTHORITY TO MAKE ANY CHANGES OR TO AUTHORIZE AND CHANGES THAT RESULT IN A CHANGE OF THE PRICE OF THIS PURCHASE ORDER EXCEPT THE PURCHASING AGENT OF THE CITY OF MOBILE.

AS PER MY BID #5620 AND YOUR QUOTE

Vendor Item  
Inventory Item/Loc 729

|                                              |          |
|----------------------------------------------|----------|
| 1 1000.30.15.1530.1532.1530.0000.0000.47010. | 48650.00 |
|----------------------------------------------|----------|

|                                                                                                          |                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00013404-00 FY 2021<br><br>Acct No:<br>1000.30.15.1530.1532.1530.0000.0000.47010.<br>Review:<br>Buyer:<br>Status: Approved |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|

Page 2

Vendor  
 KINGDOM HORSE TRAILERS LLC  
 213 E. JARRETTSVILLE ROAD  
 SUITE F

Ship To  
 POLICE MOUNTED UNIT  
 1251 VIRGINIA STREET

MOBILE, AL 36604

FOREST HILL, MD 21050  
 USA  
 Tel#4436406333

Deliver To  
 POLICE MOUNTED UNIT  
 1251 VIRGINIA STREET

MOBILE, AL 36604

|                 |                  |                  |             |       |                       |
|-----------------|------------------|------------------|-------------|-------|-----------------------|
| Date<br>Ordered | Vendor<br>Number | Date<br>Required | Ship<br>Via | Terms | Department            |
| 06/28/21        | 297245           |                  |             |       | POLICE ADMIN SERVICES |

|                          |     |            |           |
|--------------------------|-----|------------|-----------|
| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|

Ship To  
 POLICE MOUNTED UNIT  
 1251 VIRGINIA STREET  
 MOBILE, AL 36604

Deliver To  
 POLICE MOUNTED UNIT  
 1251 VIRGINIA STREET  
 MOBILE, AL 36604

### Requisition Link

Requisition Total 48650.00

#### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

|                                            |                            |                  |
|--------------------------------------------|----------------------------|------------------|
| Account                                    | Amount                     | Remaining Budget |
| 1000.30.15.1530.1532.1530.0000.0000.47010. |                            |                  |
|                                            | 48650.00                   | 555766.15        |
| FIELD OPERATIONS DIV EXP                   | EQUIPMENT (GREATER \$5000) |                  |

#### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

|            |          |                       |                            |
|------------|----------|-----------------------|----------------------------|
| Activity   | Date     | Clerk                 | Comment                    |
| CCancelled | 09/30/21 | JOHN PAINE            | GL Allocation changed      |
| Approved   | 09/30/21 | DONNA MICHELE STANLEY | Auto approved by: 9105paij |
| Approved   | 09/30/21 | DONALD ROSE           | Auto approved by: 9105paij |
| Approved   | 09/30/21 | SANDRA LEWIS          | Auto approved by: 9105paij |
| Approved   | 09/30/21 | JOHN PAINE            |                            |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

|                                 |                                            |
|---------------------------------|--------------------------------------------|
| =====                           | =====                                      |
| Bill To                         | Requisition 00013404-00 FY 2021            |
| ACCOUNTS PAYABLE                |                                            |
| P O BOX 389                     | Acct No:                                   |
|                                 | 1000.30.15.1530.1532.1530.0000.0000.47010. |
| MOBILE, AL                      | Review:                                    |
| 36601                           | Buyer:                                     |
| vendorinvoices@cityofmobile.org | Status: Approved                           |
|                                 | Page 3                                     |
| =====                           | =====                                      |

Vendor  
 KINGDOM HORSE TRAILERS LLC  
 213 E. JARRETTSVILLE ROAD  
 SUITE F  
  
 FOREST HILL, MD 21050  
 USA  
 Tel#4436406333

Ship To  
 POLICE MOUNTED UNIT  
 1251 VIRGINIA STREET  
  
 MOBILE, AL 36604

Deliver To  
 POLICE MOUNTED UNIT  
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 MOBILE, AL 36604

|          |        |          |       |       |                       |
|----------|--------|----------|-------|-------|-----------------------|
| -----    | -----  | -----    | ----- | ----- | -----                 |
| Date     | Vendor | Date     | Ship  |       |                       |
| Ordered  | Number | Required | Via   | Terms | Department            |
| -----    | -----  | -----    | ----- | ----- | -----                 |
| 06/28/21 | 297245 |          |       |       | POLICE ADMIN SERVICES |
| -----    | -----  | -----    | ----- | ----- | -----                 |

|                          |           |     |            |           |
|--------------------------|-----------|-----|------------|-----------|
| LN Description / Account | Signature | Qty | Unit Price | Net Price |
|--------------------------|-----------|-----|------------|-----------|

## SEALED BID

## CITY OF MOBILE

## BID SHEET

Do Not Return Via Email or Fax

This is Not an Order  
\*\*\*\*\*

## Mailing Address:

P. O. Box 1948  
Mobile, Alabama 36633  
(251) 208-7434Purchasing Department  
and Package Delivery:Government Plaza  
4<sup>th</sup> Floor, Room S-408  
205 Government St  
Mobile, Alabama 36644READ TERMS AND CONDITIONS  
ON REVERSE SIDE OF THIS PAGE  
BEFORE BIDDING

Typed by: tajb 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: |
| 09/17/2021 | 5620    | Motorpool  | 745 Broad Street                              |

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, September 29, 2021

| QUANTITY | ARTICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      | Dollars    | Cents | Dollars   | Cents |
| 1 EACH   | <p><b>FOUR (4) STALL HORSE TRAILER</b></p> <p>Thirty (30) Foot, Four (4) Stall Gooseneck Horse Trailer with Dressing Room Approximate layout as per the following and attached. Kingdow Shadow 30 foot series or equal.</p> <p>Make _____ Model _____</p> <p>Provide Literature and specifications on product bid.</p> <p>All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up the trailer, it <b>must</b> be delivered.</p> <p>Under <b>NO</b> circumstances will the City nor the vendor allow the trailer to be picked up by a City of Mobile employee. Trailer will only be delivered by the vendor to the City of Mobile Motor Pool.</p> <p>Include delivery in your pricing.</p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      | TOTAL      |       |           |       |

Page 1 of 2

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](http://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](http://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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | UNIT | UNIT PRICE |       | EXTENSION |       |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------|-----------|-------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      | Dollars    | Cents | Dollars   | Cents |
|          | <p style="text-align: center;">Page 2 of 2</p> <p><b>Business License Required (See Instruction #14).</b></p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>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.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.<br/>See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>.<br/>Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>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.<br/>(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).</p> <p>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.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p><b>THE ABOVE TO BE AWARDED ALL OR NONE.</b></p> |      |            |       |           |       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      | 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.

2022 4-HORSE GOOSENECK TRAILER, INCLUDES:

INSULATED ROOF FRONT TO BACK,

INSULATED WALLS IN THE HORSE AREA,

FANS IN HORSE AREA AND FRONT DRESS,

ROOF VENTS FOR HORSES,

REAR TACK, THAT SWINGS OUT OF TRAILER HOLDING 4 SETS OF TACK

ROOF MOUNTED A/C UNIT IN DRESS AREA ,

HYDRAULIC JACK LANDING GEAR ,

ROOF MOUNTED PROPANE POWERED GENERATOR TOWARDS BACK OF TRAILER WITH REMOTE START AND STOP

PROPANE TANKS UNDER NECK

INTERIOR HEIGHT – 7'6"

2 – 19" X 34" STANDARD WINDOW

4 - 24" X 32" DROP FEED WINDOWS

2 – 19" X 53" DROP FEED WINDOWS

1 – 38" ESCAPE DOOR

1 – 32" CAMPER DOOR

SWITCHABLE WHITE LIGHTING ON OUTSIDE REAR OF TRAILER

THERE SHALL BE A SWITCHABLE WHITE OUTSIDE LIGHT OUTSIDE OF DRESSING ROOM DOOR.

NOT TO SCALE/ALL MEASUREMENTS ARE APPROXIMATE

SHADOW LINING IN HORSE BOX - LOWER 48" INTERIOR WALLS

A/C POWERED BY ROOF MOUNTED GENERATOR

OUTSIDE SHEETING COLOR: WHITE





## **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:**10/6/2021

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to North American Fire Equipment Co Inc for fire safety training trailer for MFRD.

**Amount of Contract:**

\$258,948.00

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                        | Type       | Upload Date |
|------------------------------------|------------|-------------|
| 20210930 Nafeco Agenda Package POs | Cover Memo | 9/30/2021   |

**REVIEWERS:**

| Department Reviewer              | Action   | Date                |
|----------------------------------|----------|---------------------|
| Mayors Office      Barber, James | Approved | 9/30/2021 - 2:27 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

| <b>Requisition</b> | <b>Fiscal Year</b> | <b>Department</b>          | <b>Description</b>                                                                                            | <b>Amount</b> | <b>Vendor</b>                                        |
|--------------------|--------------------|----------------------------|---------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------|
| <u>13720</u>       | 2021               | (1510) FIRE ADMINISTRATION | LION 27FT SMART FIRE SAFETY TRAINING TRAILER (NPPGOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT) | \$258,948.00  | <u>(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC</u> |

Adopted:

---

City Clerk

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00013720-00 FY 2021<br><br>Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.44020.<br>Review:<br>Buyer:<br>Status: Approved | Page 1 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                                             |                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>NORTH AMERICAN FIRE EQUIPMENT CO INC<br>1515 W MOULTON ST<br><br>DECATUR, AL 35601<br>USA<br>Tel#256-353-7100<br>Fax 256-355-0852 | Ship To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604 |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department          |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/02/21     | 149290        |               |          |       | FIRE ADMINISTRATION |

| LN Description / Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Qty          | Unit Price   | Net Price |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|-----------|
| 001 Smart Fire Safety Training Trailer<br>As Follows Interactive Kitchen<br>Hazard Recognition Package Two Air<br>Conditioning Systems Awning (21<br>foot) Full Trailer Insulation &<br>Rivet Package Severe Weather<br>Package Exterior PA System Cabinet<br>Fire Prop Microwave Fire Prop AC<br>Fire Prop Electric Stabilizing<br>Jacks Electric Tongue Jack Full<br>Wrap Graphics Package Interactive<br>Industrial Briefing Room Two Spare<br>Tires; ALSO Includes: BULLSEYE<br>DIGITAL FIRE EXTINGUISHER TRAINING<br>SYSTEM, PLUS PACKAGE - Digital<br>fire extinguisher training to<br>in/outside agencies without the<br>uses of the safety trailer<br>Bullseye R.A.C.E. Station plus<br>Base - Fire safety tools that<br>provide hand-on experience during<br>a fire. - Preventative<br>Maintenance 5 years Plan per year<br>- 5 year warranty - Generator to<br>be provide with capacity<br>sufficient to operate trailer<br>Shoreline connection is included<br>in the proposal. warranty is 5<br>years. Graphic designer will<br>contact you once the purchase | 1.00<br>EACH | 258948.00000 | 258948.00 |

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00013720-00 FY 2021<br><br>Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.44020.<br>Review:<br>Buyer:<br>Status: Approved | Page 2 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                                             |                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>NORTH AMERICAN FIRE EQUIPMENT CO INC<br>1515 W MOULTON ST<br><br>DECATUR, AL 35601<br>USA<br>Tel#256-353-7100<br>Fax 256-355-0852 | Ship To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604 |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department          |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/02/21     | 149290        |               |          |       | FIRE ADMINISTRATION |

| LN | Description / Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Qty | Unit Price | Net Price |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-----------|
| 1  | order is sent in to help design the graphics package. We can deliver the Bullseye and R.A.C.E ahead of the trailer. Lead time is approximately 2 weeks on these two items. On-site training to be provided by vendor vendor is responsible to deliver trailer to the City of Mobile Motor Pool at 745 South Broad Street in Mobile, Alabama. Delivery to any other location will result in delay of payment and deduction of \$1000.00 from total payment. PRICING AS PER NPPGOV COOPERATIVE CONTRACT PS20045/1910 AND NAFECO QUOTE #Q1221830682 DATED 8-30-2021 Vendor Item |     |            |           |

|   |                                            |           |
|---|--------------------------------------------|-----------|
| 1 | 6120.70.15.0000.0000.1510.0000.0000.44020. | 258948.00 |
|---|--------------------------------------------|-----------|

Ship To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

Deliver To  
MOTOR POOL  
745 BROAD STREET  
MOBILE, AL 36604

|                                                                                                          |                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bill To<br>ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Requisition 00013720-00 FY 2021<br><br>Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.44020.<br>Review:<br>Buyer:<br>Status: Approved | Page 3 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                                             |                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor<br>NORTH AMERICAN FIRE EQUIPMENT CO INC<br>1515 W MOULTON ST<br><br>DECATUR, AL 35601<br>USA<br>Tel#256-353-7100<br>Fax 256-355-0852 | Ship To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>MOTOR POOL<br>745 BROAD STREET<br><br>MOBILE, AL 36604 |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department          |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/02/21     | 149290        |               |          |       | FIRE ADMINISTRATION |

| LN Description / Account | Qty | Unit Price | Net Price |
|--------------------------|-----|------------|-----------|
|--------------------------|-----|------------|-----------|

|                   |           |
|-------------------|-----------|
| Requisition Total | 258948.00 |
|-------------------|-----------|

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

| Account                                    | Amount             | Remaining Budget |
|--------------------------------------------|--------------------|------------------|
| 6120.70.15.0000.0000.1510.0000.0000.44020. | 258948.00          | 27395.76         |
| EMERGENCY MEDICAL SVCS EXP                 | OPERATING SUPPLIES |                  |

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

| Activity | Date     | Clerk                 | Comment                    |
|----------|----------|-----------------------|----------------------------|
| Approved | 09/30/21 | DONNA MICHELE STANLEY | Auto approved by: 9105paij |
| Approved | 09/30/21 | DONALD ROSE           | Auto approved by: 9105paij |
| Approved | 09/30/21 | SANDRA LEWIS          | Auto approved by: 9105paij |
| Approved | 09/30/21 | JOHN PAINE            |                            |

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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



Rachel Laurie Riddle  
Chief Examiner

May 27, 2021

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

**PUBLIC WORKS NOTICE:** This letter does not authorize the purchase of any goods or services from NPPGov related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018).

Alabama Community College System  
Alabama County Commissions  
Alabama Municipalities  
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by NPPGov, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

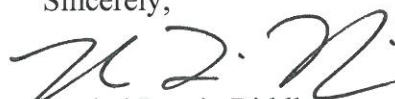
Based on the Department's review, the competitive bid process used by NPPGov is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

  
Rachel Laurie Riddle  
CHIEF EXAMINER



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FOR VENDORS

ABOUT US

## LION – PPE



Publicly Solicited Contract

START DATE:

April 13, 2020

POTENTIAL END DATE:

June 13, 2026

CONTRACT NUMBER:

PS20065

LEAD PUBLIC AGENCY:

League of Oregon Cities

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

### Products on Contract

- Firefighter Turnout Gear
- Wildland Firefighting Gear
- Technical Rescue Ensembles
- CBRN Equipment
- Stationwear
- EMS & General Fire Garments
- Maintenance and Cleaning Services
- Med Pro
- CBRN
- Helmets - Gloves - Boots
- LION Academy Online

### Contract Documents

Synopsis, MPA, RFP, and IGA available to logged in members.

Contact NPPGov

**NPPGov Customer Service**  
customerservice@nppgov.com  
Phone: 877.329.8847

### Instructions to Access This Contract

Please [Log in](#) to view complete list of contract documents and instructions.

Log In



LION is the world's largest supplier of structural fire personal protective clothing for first responders. LION has a legacy and on-going vision of introducing new products and services — always designed to ensure the health, safety and performance of first responders. Game-changing innovations in PPE designed to best prepare firefighters, EMS teams and law enforcement officers for the new dangers and hazards they face each day.

### Additional Company Information

[LION Website](#)

**LION Customer Service**  
customersupport@lionprotects.com  
800.421.2926

**LION Mailing Address**  
7200 Poe Ave Suite 400  
Dayton, OH 45414

### Testimonial

“ The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases. ”

Jeffrey Peebles  
Lyon County Sheriff's Office

#### ADDRESS

17930 International Blvd.  
Suite 900  
SeaTac, WA 98188

#### CONTACT

Phone: 877.329.8847  
customerservice@nppgov.com

#### SOCIAL



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## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

James Barber, Chief of Staff

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

Specialized network setup and management

**Amount of Contract:**

N/E 100,000

**Effective Date of Contract:**

10/1/2021

**Renewal Date of Contract:**

10/31/2022

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String** 1545-Cyber Division 10041545.42200 **Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|-------------|------|-------------|
|-------------|------|-------------|

**REVIEWERS:**

| Department    | Reviewer      | Action   | Date                 |
|---------------|---------------|----------|----------------------|
| Public Safety | Barber, James | Approved | 9/29/2021 - 11:44 AM |
| Budget        | Sapp, Celia   | Approved | 9/30/2021 - 7:37 AM  |
| Legal         | Kern, Chris   | Approved | 9/30/2021 -          |

Legal

Kern, Chris

Approved

12:44 PM

9/30/2021 -

12:44 PM

Mayors  
Office

Barber, James

Approved

9/30/2021 - 2:28  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Submitted by:**

James Barber, Chief of Staff

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

Specialized network setup and management

**Amount of Contract:**

N/E 120,000

**Effective Date of Contract:**

10/1/2021

**Renewal Date of Contract:**

10/31/2022

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String** 1545-Cyber Division 10041545.42200 **Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|-------------|------|-------------|
|-------------|------|-------------|

**REVIEWERS:**

| Department    | Reviewer      | Action   | Date                 |
|---------------|---------------|----------|----------------------|
| Public Safety | Barber, James | Approved | 9/29/2021 - 11:44 AM |
| Budget        | Sapp, Celia   | Approved | 9/30/2021 - 7:40 AM  |
| Legal         | Kern, Chris   | Approved | 9/30/2021 -          |

Legal

Kern, Chris

Approved

12:36 PM

9/30/2021 -

12:37 PM

Mayors  
Office

Barber, James

Approved

9/30/2021 - 2:28  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Merchant, Mary Ann

Approved

10/6/2021 - 9:01  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/6/2021

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

No Attachments Available

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/6/2021 -  
10:15 AM