



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, September 28, 2021, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Michael L. Thomas, Life-Line Community Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

September 21, 2021

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Destiny Butler for a waiver of the Noise Ordinance in Memorial Park on June 18, 2022, from 3:00-6:00 p.m. (District 2).

11. PUBLIC HEARINGS

Public hearing to declare the structure at 302 Lexington Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1479 Navco Road a public nuisance and order it demolished (District 3).

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

Reggie Hill

13. RESOLUTIONS HELD OVER

60-679 Request Mayor to officially deem employees of the Mobile Public Library as eligible workers to receive premium pay from ARP Funds (sponsored by Councilmember Richardson).

08-789 Approve purchase order to Tractor & Equipment Company for 2020 wheeled loader for the Motor Pool, \$155,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-790 Approve purchase order to UJ Chevrolet Co. Inc. for two 2022 Chevrolet Silverado and one Chevrolet Colorado pickup trucks, \$94,619.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-791 Approve purchase order for firefighter rehabilitation and command truck, \$378,699.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-792 Approve item based bid for upfitting of MPD Vehicles (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-793 Approve purchase order to Deere & Company for two zero-turn mowers, \$58,372.24 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-794 Authorize contract with Harris Contracting Services Inc. for Improvements at Trinity Gardens Park; \$700,277.00 (CO076, 20002000-48010); (sponsored by Mayor Stimpson & Councilperson Richardson) (submitted by Michelle Melton, Real Estate Asset Management Dept)

21-795 Authorize contract with McElhenney Construction Company, LLC., for Trinity Gardens Area -2018 Street and Drainage Improvements (Greenback Dr.); COM Project No. 2018-3005-16C (D#1); \$780,277.25 (sponsored by Mayor Stimpson and Councilmember Richardson), (submitted by Nick Amberger, Engineering Department)

21-796 Authorize contract amendment with McCrory & Williams, Inc., for engineering services - 2018 PAYGO-N. McGregor Ave. Reconstruction from Old Shell Rd. to Springhill Ave.; \$58,000.00 (sponsored by Mayor Stimpson & Councilmember Gregory) (submitted by Nick Amberger, Engineering Department).

21-797 Authorize contract with Dortch Figures & Sons Inc. for Hurricane Damage Roof Repairs - Arthur R. Outlaw Convention Center; \$99,000.00 (CO468, 20002000-48010) (sponsored by Mayor Stimpson & Councilperson Manzie) (submitted by Michelle Melton, Real Estate Asset Management Dept.).

21-798 Authorize contract with Clean Earth of Alabama, Inc., for household hazardous waste collection event support services, NTE \$150,000 per year (sponsored by Mayor Stimpson) (submitted by Rosemary Ginn, Engineering Department).

21-799 Authorize performance contract with the Friends of Magnolia Cemetery, \$246,082.00 per year (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, MPRD).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-803 Appoint Andrae Moore to the Mobile City-County Youth Council (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

03-804 Re-appoint Dara Greene and appoint Reggie Copeland, Jr. to the Solid Waste Disposal Authority (sponsored by Councilmembers Small and Gregory) (submitted by Lisa C. Lambert, City Clerk).

09-805 Approve transfers from the City Council Discretionary Accounts to various capital accounts (sponsored by City Council) (submitted by Rebecca Christian, Accounting Department).

09-806 Reallocate \$15,000.00 from District 2 Discretionary Funds to Traffic Engineering street traffic improvements for a traffic calming device for Chatham Street (sponsored by District 2) (submitted by Rebecca Christian, Accounting Department).

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).

40-808 Declare the structure at 302 Lexington Avenue a public nuisance and order it demolished (District 2).

40-809 Declare the structure at 1479 Navco Road a public nuisance and order it demolished (sponsored by Councilmember Small).

46-810 Rename Lake Drive Tricentennial Park as "The Fredrick D. Richardson, Jr., Tricentennial Park (sponsored by Councilmembers Small, Daves, Gregory & Rich).

60-811 Approve award of special bonus to the August Firefighter of the Month, Fire Service Captain Scott D. Carmichael (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

58-812 Declare weeds noxious, Weed Lien Group 1619.

60-813 Approve award of special bonus to the August Officer of the Month,

James Stewart (sponsored by Mayor Stimpson) (submitted by Interim Chief Roy B. Hodge, MPD).

60-814 Determine an appropriation to Lillie B. Williamson High School serves a public purpose and approve payment, \$500.00 (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Department).

60-815 Determine an appropriation to RevitalizeDIP serves a public purpose and approve payment, \$3,500.00 (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Department).

60-816 Determine an appropriation to the United Methodist Inner City Mission of Mobile, Inc. serves a public purpose and approve payment, \$12,245.47 (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Department).

01-819 Authorize Memorandum of Understanding with SMG and USA Health University Hospital regarding USA Hospital's use of the Civic Center properties for facilitating COVID-19 vaccination testing (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

03-832 Appoint Mariah Rodgers to the Mobile City-County Youth Council (sponsored by Mayor Stimpson).

15. CIP RESOLUTIONS BEING INTRODUCED

09-817 Re-allocate \$38,000.00 from CIP District 1 Contingency Project to Old Shell Road Sidewalks from Union to Hyland (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering).

13-818 Authorize change order to the contract with Grant Nichols Construction for Old Shell Road Sidewalks from Union to Hyland, \$37,912.35 (sponsored by Councilmember Richardson) (submitted by Jennifer White, Traffic Engineering Department).

16. RESOLUTIONS BEING INTRODUCED

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 CDW Government LLC for 60 tire deflation devices for the Police Department, \$26,094.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-824 Transfer \$250,000 from various Build Mobile's accounts to the Capital Project C0395 for professional and technical support for long range planning initiatives (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

09-825 Transfer \$45,000 from Build Mobile's General Account to Capital for long-range planning initiatives and for the upcoming codes update (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

09-826 Transfer \$1,837.50 from District 6 Discretionary Funds to Traffic Engineering for Bess Rich Way street sign (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting 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).

45-829 Accept "Sportsplex Drive" for maintenance (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

03-833 Confirm the appointment of Jeanette Manzie to fill the unexpired term of the District 2 Councilmember (sponsored by Mayor Stimpson).

17. CALL FOR PUBLIC HEARINGS

41-830 Call for public hearing to rezone property located at 2551 Kossow Street (southwest corner of South Florida Street and Kossow Street) from R-1 to B-1 (District 1). (scheduled for October 26, 2021).

41-831 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Special Needs Athletes Program, Inc. to operate a shuttle service (scheduled for October 12, 2021).

18. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

9/23/2021 -
10:57 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

9/23/2021 - 9:13
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

9/23/2021 - 2:58
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/28/2021

Funding Source

Project # 302 Lexington Avenue - ME-007-21

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/21/2021 - 3:24 PM
City Clerk	Merchant, Mary Ann	Approved	9/23/2021 - 10:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/28/2021

Funding Source

Project # 1479 Navco Road - ME-154-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	9/23/2021 - 9:58 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

9/23/2021 - 3:29
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

8/12/2021 - 3:06
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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 used 2020 Komatsu WA200 articulated wheeled loader.

General fund.

Amount of Contract:

\$155,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210913 Tractor Agenda Package POs	Cover Memo	9/13/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/16/2021 - 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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6904</u>	2021	(F7000) MOTOR POOL	USED 2020 KOMATSU WA200 ARTICULATED WHEELED LOADER (SEALED BID 5596)	\$155,000.00	(206760) <u>TRACTOR & EQUIPMENT COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006904-00 FY 2021 PO 21016027 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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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
02/23/21	1206760	02/23/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LOADER / TOOL CARRIER, ARTICULATED, WHEELED, USED. VENDOR TO PROVIDE USED 2020 KOMATSU MODEL WA200 WITH 206 HOURS ON THE HOUR METER. UNIT TO BE PROVIDED WITH 2.5 CU YD BUCKET AND 1 SET OF FORKS. TO BE AS PER MY BID #5596 AND YOUR QUOTE Additional Description Notes ----- 2020 OR NEWER KOMATSU WA200-8 WHEEL LOADER EQUIPPED WITH KOMATSU SAA4D107E-3 RATED @ 126 HP, REAR VIEW CAMERA, AIR, HEAT, DEFROSTER, RADIO, 2.5 YD COUPLER BUCKET, FORKS, AND GRAPPLE, 3 SPOOL HYDRAULICS, ENGINE PRE-CLEANER, HYDRAULIC DRIVEN FAN WITH REVERSE, MONITOR PANEL WITH EMMS (EQUIPMENT MANAGEMENT MONITORING SYSTEM), GPS MONITORING SYSTEM, KOMATSU CARE 3 YEAR/2,000 HOUR PREVENTIVE MAINTENANCE SERVICE, ALL OTHER STANDARD EQUIPMENT, AND OPERATING WEIGHT 26,000LBS. WARRANTY 3 YEAR/3,000 HOUR POWER TRAIN PLUS. REQUESTED BY PUBLIC SERVICES.	1.00 EACH	155000.00000	155000.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.			155000.00

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

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006904-00 FY 2021 PO 21016027 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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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
02/23/21	206760	02/23/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 155000.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	155000.00	105859.73

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	155000.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	02/24/21	DIANE MCCARTY	
Forward	03/22/21	HEATHER KIHYET	Automatic Forward to 9105paij
Unknown	09/10/21	JOHN PAINE	
Approved	09/10/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/10/21	DONALD ROSE	Auto approved by: 9105paij
Approved	09/10/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/10/21	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Do Not Return Via Email or Fax

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by:

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:
08/09/2021	5596	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M. Friday, August 27, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	USED HEAVY EQUIPMENT					
1 EACH	Used Motor Grader Maximum of 1500 hours on hour meter as per the following and attached specifications Make _____ Model _____ Year _____ Hour Meter _____					
1 EACH	Used Articulated Front End Loader/ Tool Carrier with Maximum of 1000 hours on hour motor as per the following and attached specifications Make _____ Model _____ Year _____ Hour Meter _____ Vendor may bid more than one machine of each. Attach those additional units on additional sheets. City of Mobile will inspect unit(s) bid prior to award. Include in your bid price of Delivery and Training for operations. Pricing to be delivered FOB Mobile.					
Page 1 of 4						
			TOTAL			

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 Business License Required (See Instruction #14). All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.. ITEM BASIS AWARD					
			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
	Page 3 of 4 Options Used Motor Grader Maintenance Plan: 3 year/ 2000 hour maintenance plan Provide Literature on what is included in this plan \$ _____ Used Articulated Front End Loader/ Tool Carrier Maintenance Plan: 3 year/ 2000 hour maintenance plan Provide Literature on what is provided in this plan \$ _____					
			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 4 of 4 Used Motor Grader Specs Maximum of 1500 Hours on Hour Meter 120 HP 4 Cycle Diesel Engine Power Shift with Torque Convertor 6 Forward Speeds Power 4 Wheel Brakes Independent Tandem System Blade 10 foot wide by Approx. 21” high 8 feet Front Dozer Blade Closed Cab with Air Conditioning and Heat/ Defroster Tires to have 75% Original Tread Rearview Mirrors Standard Lighting Package Used Articulated Front End Loader/ Tool Carrier Maximum of 1000 Hours on Hour Meter 120 HP Diesel Engine Closed Cab with Air Conditioning and Heat/ Defroster Engine Pre Cleaner Hydraulic Driven Fan with reverse 3 Spool Hydraulics Rear View Camera Provided with 2.5 yd Bucket Provided with 1 Set of Forks					
			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:9/28/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to UJ Chevrolet Co Inc for two 2022 Silverado and one 2022 Colorado pickup trucks for Engineering, Public Services, and Parks.

General fund.

Amount of Contract:

\$94,619.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210913 UJ Agenda Package POs	Cover Memo	9/13/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/16/2021 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13660,</u> <u>14548,</u> <u>14686</u>	2021	(F7000) MOTOR POOL, (2012) PARKS MAINTENANCE	TWO 2022 CHEVROLET SILVERADO 4X4 AND ONE CHEVROLET COLORADO PICKUP TRUCKS (SEALED BID 5614)	\$94,619.50	<u>(210000) UJ</u> <u>CHEVROLET CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013660-00 FY 2021 PO 21016070 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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Vendor
U J CHEVROLET CO INC
7581 AIRPORT BLVD

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#251-633-3321
Fax 251-452-0066

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
07/01/21	210000	07/01/21			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 1/2 TON PICKUP TRUCK AS SPECIFIED: 2022 CHEVROLET SILVERADO 4X4 CREW CAB PICKUP TRUCK WITH 6.5 FT. BED AND PACKAGE B LIGHTS. AS PER MY BID #5614 AND YOUR QUOTE Additional Description Notes	1.00 EACH	35041.50000	35041.50

2021 CHEVROLET SILVERADO 4X4 CREW CAB PICKUP TRUCK WITH 6.5 FTO BED AND
PACKAGE B LIGHTS. REQUESTED BY PUBLIC SERVICES MAINTENANCE.

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.	35041.50
--	----------

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	35041.50
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***** Project Ledger Summary Section *****
Account

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013660-00 FY 2021 PO 21016070 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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Vendor
U J CHEVROLET CO INC
7581 AIRPORT BLVD

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#251-633-3321
Fax 251-452-0066

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
07/01/21	210000	07/01/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
E	MP02070 .VEHICLEEXP.		35041.50	105859.73

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		
MOTOR POOL EXP	35041.50	
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	07/01/21	DIANE MCCARTY	
Approved	07/12/21	JOHN PEAVY	Auto approved by: 910518527
Approved	07/12/21	JAMES DELAPP	
Unknown	09/11/21	JOHN PAINE	
Approved	09/11/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/11/21	DONALD ROSE	Auto approved by: 9105paij
Approved	09/11/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/11/21	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014548-00 FY 2021 PO 21016071 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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Vendor
 U J CHEVROLET CO INC
 7581 AIRPORT BLVD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-633-3321
 Fax 251-452-0066

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
07/20/21	210000	07/20/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	HALF (1/2) TON PICKUP TRUCK: 2022 CHEVROLET SILVERADO 4X4 CREW CAB PICKUP TRUCK 6.5 FT BED LIGHT PACKAGE A. AS PER MY BID #5614 AND YOUR QUOTE Additional Description Notes ----- 2021 CHEVROLET SILVERADO 4X4 CREW CAB PICKUP TRUCK WITH LIGHT PACKAGE A. REQUESTED BY ENGINEERING.	1.00 EACH	33491.50000	33491.50
1	2000.80.00.0000.0000.0000.0000.47120. E E0006 .VEHICLEEXP.			33491.50

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 33491.50

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014548-00 FY 2021 PO 21016071 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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Vendor
 U J CHEVROLET CO INC
 7581 AIRPORT BLVD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-633-3321
 Fax 251-452-0066

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
07/20/21	210000	07/20/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
E E0006	.VEHICLEEXP.		33491.50	15552.44

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.		

33491.50

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	07/22/21	KINA ANDREWS	
Approved	07/22/21	JOHN PEAVY	Auto approved by: 910515803
Approved	07/22/21	DORIS IRBY	Auto approved by: 910515803
Approved	07/22/21	TIFFANY HOLLINS	
Approved	07/22/21	RELYA MALLORY	Auto approved by: 910514227
Unknown	09/11/21	JOHN PAINE	
Approved	09/11/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/11/21	DONALD ROSE	Auto approved by: 9105paij
Approved	09/11/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/11/21	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014686-00 FY 2021 PO 21016054 Acct No: 1000.40.20.2030.2012.2005.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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Vendor
 U J CHEVROLET CO INC
 7581 AIRPORT BLVD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-633-3321
 Fax 251-452-0066

Delivery Reference
 CATHY HANKINS

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/21	210000				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	0720118 - TRUCK, PICK UP, MID SIZE CREW CAB, SINGLE REAR WHEEL, SHORT BED. CHEVROLET COLORADO MIDSIZE CREW CAB TRUCK MID SIZE CREW CAB TRUCK 5'BOX, FULL 4 DOORS, REAR SEATING REQUIRED, VEHICLE IS TO COME WITH ALL STANDARD EQUIPMENT AND SAFETY FEATURES, MINIMUM 4 CYCLINDER ENGINE. VEHICLES WHEELBASE TO BE A MINIMUM OF 126" AND A MIXIMUM OF 130", AUTOMATIC TRANSMISSION, STANDARD AIR CONDITIONING VEHICLE TO HAVE 4 CORNER LED STROBES, LED STROBE LIGHTS SHALL NOT BE INSTALLED IN THE HEADLIGHT OR TAILLIGHT FIXTURES. AS PER MY BID #5616 AND YOUR QUOTE	1.00 EACH	26086.50000	26086.50

1 1000.40.20.2030.2012.2005.0000.0000.47120.

26086.50

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604
 Delivery Reference
 CATHY HANKINS

Deliver To
 MOTOR POOL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014686-00 FY 2021 PO 21016054 Acct No: 1000.40.20.2030.2012.2005.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/21	210000				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 26086.50

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.47120.	26086.50	2044.14
PARKS MAINTENANCE EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	07/23/21	DANIEL OTTO	
Unknown	09/11/21	JOHN PAINE	
Approved	09/11/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/11/21	DONALD ROSE	Auto approved by: 9105paij
Approved	09/11/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/11/21	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: 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:
08/26/2021	5614	Motor Pool	TO BE 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
	2022 OR NEWER ½ and ¾ TON PICKUP TRUCKS					
Appx. 1-20	2022 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package A, or equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 8 ½ foot bed with light package A, or equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B or equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x2 Extended Cab Pickup Truck 8 foot bed with Light Package B, or equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Page 1 of 7			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 7					
Appx. 1-20	2022 or Newer ½ Ton 4x4 Extended Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x4 Extended Cab Pickup Truck 8 foot bed and Light Package A, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x4 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package A, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____					
			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 7					
Appx. 1-20	2022 or Newer ½ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ½ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 8 foot bed with Light Package A, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
			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
	Page 4 of 7					
Appx. 1-20	2022 or Newer ¾ Ton 4x2 Extended Cab Pickup Truck 8 foot bed with Light Package B, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x4 Extended Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package A, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package B, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x2 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal, as per the following MINIMUM Specifications. Make: _____ Model: _____					
			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 5 of 7					
Appx. 1-20	2022 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with Light Package A, or Equal, as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 6 ½ foot bed with light package B, or Equal as per the following <u>MINIMUM</u> specifications. Make: _____ Model: _____					
Appx. 1-20	2022 or Newer ¾ Ton 4x4 Four (4) Door Crew Cab Pickup Truck 8 foot bed with Light Package B, or Equal as per the following <u>MINIMUM</u> Specifications. Make: _____ Model: _____ Furnish Factory Literature and Specifications. All trucks shall be delivered with trailer package, spray in bed liner, running bar/step bar as a standard equipment, and Strobe/LED Warning Lights system as specified. Colors ordered may be white or red. Upon award, the City may purchase a minimum of one (1) of each of the 2021 or Newer ½ or ¾ Ton Pickup Trucks. The City may buy up to twenty-five (25) more of each of the various pickup types listed above. Different prices for different colors not acceptable. NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with					
			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 6 of 7 the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles. Vehicle colors will be decided prior to issuance of Purchase Order. White and Red should be available along with other colors. Different prices for different colors not acceptable. Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted. City of Mobile Business License Required – See Item 14 (on reverse side) All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			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 7 of 7 Vendor shall provide ALL Service and Parts Manuals for these vehicles for use by the City of Mobile. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Pricing shall be good for the model year 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 model years. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. TO BE AWARDED ON A PER ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

All vehicles will be provided with the following:

Trailer receiver high, 6 pin and 7 pin electrical connections for trailer, spray in bed liner, and running board suitable for the cabs of the vehicle.

Vehicles will be provided with a LED Strobe Warning System as specified.

Warning Light Kit A

Vehicle shall be equipped with LED 4 Corner Strobe Light Kit.

LED lights shall be approximately 3.5 inches in length, 1.4 inches wide with a height from surface of approximately .75 inches.

There shall be no LED strobes in either the headlights/turn signal or taillight light fixture.

If they are placed in the headlight/turn signal or taillight lift fixtures, the vehicle will be refused.

The light heads should use approximately .5 (½) AMP of power each light head and be white in color. Other colors may be requested (yellow, red, or blue), and will be indicated on the Purchase Order.

Warning Light Kit B

Lighting part to consist of light heads using surface mounting approximate dimension of light heads to be 3.5" in height, 1.4" in width with height from surface of mount. Not to exceed approximately ¾".

Voltage current use lights shall be rated at .5 (½) AMP per light head. LEDs will be white. Other colors may be requested (yellow, red, or blue) and will be indicated on the Purchase Order.

Kit shall consist of 2 light heads on front of vehicle, 2 light heads on rear of vehicle. A side light shall consist of 8 light heads under the cab frame or on running board protected from footwear contact and road debris. Running board/side lights shall be 4 clear and 4 amber (yellow) per side.

Under no circumstances shall a LED strobe be placed in front headlight or turn signal fixture or in rear taillight fixture.

If so placed, vehicle will be rejected until at which time the fixture has been replaced.

SPECIFICATIONS

1 -20 – 2022 or Newer ½ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Drive Type – 4 X 2.	☐	☐
4. Transmission – Automatic.	☐	☐
5. Color – White.	☐	☐
6. Dual Air Bags.	☐	☐
7. Heat and Air conditioning – Factory Installed.	☐	☐
8. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
10. Cruise Control – Factory Installed.	☐	☐
11. Tilt Steering - Factory Installed.	☐	☐
12. Brakes – Anti-Lock Brakes.	☐	☐
13. Wheels – No Hub Caps.	☐	☐
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
15. Power Windows.	☐	☐
16. Power Door Locks.	☐	☐
17. Map Lights and Day Time Running Lights.	☐	☐
18. Camera – Rear back up camera.	☐	☐
19. Four Corner Strobes Lights per specification	☐	☐
20. Spray on Bedliner.	☐	☐
21. Tow Package.	☐	☐

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Drive Type – 4 X 4	☐	☐
4. Transmission – Automatic.	☐	☐
5. Color – White.	☐	☐
6. Dual Air Bags.	☐	☐
7. Heat and Air conditioning – Factory Installed.	☐	☐
8. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
10. Cruise Control – Factory Installed.	☐	☐
11. Tilt Steering - Factory Installed.	☐	☐
12. Brakes – Anti-Lock Brakes.	☐	☐
13. Wheels – No Hub Caps.	☐	☐
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
15. Power Windows.	☐	☐
16. Power Door Locks.	☐	☐
17. Map Lights and Day Time Running Lights.	☐	☐
18. Camera – Rear back up camera.	☐	☐
19. LED warning lights as per specifications	☐	☐
20. Spray on Bedliner.	☐	☐
21. Tow Package.	☐	☐

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Drive Type – 4 X 2.	☐	☐
4. Transmission – Automatic.	☐	☐
5. Color – White.	☐	☐
6. Dual Air Bags.	☐	☐
7. Heat and Air conditioning – Factory Installed.	☐	☐
8. Radio – AM/FM with CD Player - Factory Installed.	☐	☐
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.	☐	☐
10. Cruise Control – Factory Installed.	☐	☐
11. Tilt Steering - Factory Installed.	☐	☐
12. Brakes – Anti-Lock Brakes.	☐	☐
13. Wheels – No Hub Caps.	☐	☐
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.	☐	☐
15. Power Windows.	☐	☐
16. Power Door Locks.	☐	☐
17. Map Lights and Day Time Running Lights.	☐	☐
18. Camera – Rear back up camera.	☐	☐
19. LED Warning package as per specifications	☐	☐
20. Spray on Bedliner.	☐	☐
21. Tow Package.	☐	☐

SPECIFICATIONS

1 -20 – 2021 or Newer ½ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 4.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		
21. Tow Package.		

SPECIFICATIONS

1 -20 - 2022, or Newer ¾ Ton 4 X 2 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 2.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Running Boards		
21. Spray on Bedliner.		
23 Trailer Package		

SPECIFICATIONS

1 -20 – 2024 or Newer ¾ Ton 4 X 4 Extended Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 4.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		
23 Trailer towing package		

SPECIFICATIONS

1 -20 – 2022 or Newer ¾ Ton 4 X 2 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 2.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		
21. Trailer Towing package		

SPECIFICATIONS

1 -20 – 2021 2 or Newer ¾ Ton 4 X 4 Four (4) Door Crew Cab Pickup Truck or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 2.7 Liter.		
2. Fuel Type – Gasoline.		
3. Drive Type – 4 X 4.		
4. Transmission – Automatic.		
5. Color – White.		
6. Dual Air Bags.		
7. Heat and Air conditioning – Factory Installed.		
8. Radio – AM/FM with CD Player - Factory Installed.		
9. Mirrors – Day/Night inside mirror. Dual remote control outside mirrors.		
10. Cruise Control – Factory Installed.		
11. Tilt Steering - Factory Installed.		
12. Brakes – Anti-Lock Brakes.		
13. Wheels – No Hub Caps.		
14. Keys – Four (4) sets of keys fully functional with electronics furnished with each vehicle.		
15. Power Windows.		
16. Power Door Locks.		
17. Map Lights and Day Time Running Lights.		
18. Camera – Rear back up camera.		
19. LED Warning package as per specifications		
20. Spray on Bedliner.		



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:9/28/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approval to issue purchase order to LDV Inc for a firefighter rehabilitation and command and control truck.

Covid Grant Funds.

Amount of Contract:

\$378,699.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210913 LDV Agenda Package POs	Cover Memo	9/13/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/16/2021 - 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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13528</u>	2021	(3500) NIEGHBORHOOD DEVELOPMENT	FIREFIGHTER REHABILITATION AND COMMAND TRUCK (SEALED BID 5592)	\$378,699.00	<u>(297373) LDV, INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013528-00 FY 2021 Acct No: 5806.10.25.0000.0000.3500.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor
LDV, INC.
180 INDUSTRIAL DRIVE

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

BURLINGTON, WI 53105
USA
Tel#262-757-2425

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/21	297373				NEIGHBORHOOD DEVELOPMENT

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK REHAD / COMMAND, FIRE SERVICE, MOUNTED ON FORD 550 CHASSIS WITH LDV INC REHB AND COMMAND BODY. VENDOR TO PROVIDE LATEST MODEL FORD F-550 CHASSIS WITH BODY AS PER CITY OF MOBILE SPECIFICATIONS. VENDOR RESPONSIBLE TO PROVIDE AND DELIVER THE UNIT TO MOBILE ALABAMA. VENDOR TO PROVIDE TRAINING IN THE USE AND CARE OF SAID REHB AND COMMAND TRUCK. NO CHANGES TO THE SPECIFICATIONS OR PRICE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE. NO FIREFIGHTER, CAPTAIN, CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR ANY OTHER CITY OF MOBILE EMPLOYEE HAS THE PERMISSION OR AUTHORITY TO MAKE ANY CHANGES TO THIS ORDER. NO ONE HAS THE AUTHORITY TO MAKE ANY CHANGES THAT RESULT IN CHANGES TO THE SPECIFICATION OR INCREASES THE PRICE OF THE VEHICLE TO THE CITY OF MOBILE. ANY CHANGES OR INCREASE IN PRICE WITH OUT FIRST OBTAINING A WRITTEN CHANGE ORDER, WILL BE DONE AT THE EXPENSE OF THE VENDOR. AS PER MY BID #5592 AND	1.00 EACH	378699.00000	378699.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013528-00 FY 2021 Acct No: 5806.10.25.0000.0000.3500.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor
 LDV, INC.
 180 INDUSTRIAL DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

BURLINGTON, WI 53105
 USA
 Tel#262-757-2425

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 CHD COMMUNITY HOUSING & DEVELO
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 508
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/21	297373				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	5806.10.25.0000.0000.3500.0000.0000.47010. E G-CPDADCV .CAPEQUIPMT.			378699.00

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

Deliver To
 CHD COMMUNITY HOUSING & DEVELO
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 508
 MOBILE, AL 36644

Requisition Link

Requisition Total 378699.00

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

Account	Amount	Remaining Budget
E G-CPDADCV .CAPEQUIPMT.	378699.00	37069.00

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

Account	Amount	Remaining Budget
5806.10.25.0000.0000.3500.0000.0000.47010.	378699.00	
CDBG STATE CARES EXP	EQUIPMENT (GREATER \$5000)	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013528-00 FY 2021 Acct No: 5806.10.25.0000.0000.3500.0000.0000.47010. Review: Buyer: Status: Approved	Page 3
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Vendor
 LDV, INC.
 180 INDUSTRIAL DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

BURLINGTON, WI 53105
 USA
 Tel#262-757-2425

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 CHD COMMUNITY HOUSING & DEVELO
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 508
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/21	297373				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	06/30/21	BEVERLY REED		
Approved	06/30/21	JAMES ROBERTS	Auto approved by: 910515671	
Approved	07/01/21	VELISA GILCHRIST	Auto approved by: 9105thrr	
Approved	07/01/21	TAYLOR HARRIS	Auto approved by: 9105thrr	
Approved	07/01/21	RANDY THREADGILL		
Unknown	09/08/21	JOHN PAINE		
Approved	09/08/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij	
Approved	09/08/21	DONALD ROSE	Auto approved by: 9105paij	
Approved	09/08/21	SANDRA LEWIS	Auto approved by: 9105paij	
Approved	09/08/21	JOHN PAINE		

Authorized By: _____ Date: _____
 Signature

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order
.....

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: 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:
07/23/2021	5592	Various	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, August 20, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1 EACH	FIRE SERVICE REHAB/ COMMAND TRUCK 2021 OR NEWER COMBINATION FIRE SERVICE REHAB/ COMMAND TRUCK AS PER THE FOLLOWING AND ATTACHED MINIMUM SPECIFICATIONS. MAKE: _____ MODEL: _____ YEAR: _____ Provide Literature and specification in product bid. Vendor will be responsible to produce and deliver to the City of Mobile the Rehab/ Command Truck. City of Mobile Business License will be required prior to issuance of purchase order.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

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.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. TO BE AWARDED ALL OR NONE					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SCOPE

The following specifications outline the minimum requirements for a custom manufactured Mobile Rehab/Command Center to be utilized by the Mobile Fire-Rescue Department (MFRD) The Rehab/Command Center will be divided into two (2) distinct areas separated by a pocket door. Area one will have a minimum of two (2) work stations, two (2) equipment racks, storage cabinets and an entrance door. Area two will have a seating area for up to eleven (11) people auxiliary seating for two (2) people, two (2) removable tables, a galley with a sink, floor to ceiling storage cabinet and an entrance door. While all efforts have been made to fully detail the construction materials methods and equipment required to build this vehicle it remains the vendor's responsibility to choose components that will provide maximum performance, service life and safety and not just meet the minimum requirements.

Due to the complexity of the unit vendors must provide detailed specifications. A general statement or letter stating that the vendor meets all specifications will not be acceptable. All submitted specifications must follow the format of this document.

To insure MFRD a source of service and parts over the anticipated life of the apparatus potential vendors must have established a permanency in the industry for a minimum of twenty (20) years. Vendors must include with their proposal a list of fifteen (20) vehicles of similar (or greater) size and complexity built in the last twelve (12) month period. Reference list must include Department name, contact name, contact telephone number, contact email, date of delivery, and exterior vehicle photo. MFRD will be contacting references, if information on provided list is incorrect or named contacts are unreachable, vendors response will be deemed non-responsive. No exceptions.

The MFRD will not make a down payment, prepayments or progress payments. No exceptions.

Vendor must be awarded ISO 9001:2008 certification and must include a copy of their certification certificate with response. ISO certification must be for design, fabrication, integration, upfit and retrofit of emergency response and commercial specialty vehicles. Additionally the ISO certificate must list the full address of all facilities that are covered by the certification and the vendor will be required to build the vehicle at the listed facilities. No exceptions to any of the ISO requirements.

Prototype and/or demonstrator vehicles will not be accepted under any circumstance. Additionally the body is to be a standard commercially available production model and may not include any proprietary construction techniques or components. No exceptions.

Vendor must stock a complete line of special service equipment and parts for this apparatus. Vendor must be able to supply 90% of parts required to maintain this vehicle within 24 hours and have the balance available within 72 hours. Note: MFRD reserves the right to request certain items be shipped at vendor's expense to verify ability to comply. Failure to respond as stated will be cause for rejection.

Brand names are used to establish minimum standards. If an alternate brand or model is specified, equivalency must be demonstrated. All exceptions are to be listed on a separate sheet of paper with reasons for exceptions. If an item is to be purchased, rather than manufactured by the vendor, appropriate literature demonstrating equivalency must be provided. Failure to demonstrate equivalency will be cause for rejection.

In order to fairly evaluate each vendor's technical ability and design capability, drawings are to be provided. All prints submitted will be on the same size paper and to the same scale.

CAD prints are preferred.

The drawings are to be provided as follows:

- Interior floor plan (overhead)
- Right hand section view interior
- Left hand section view interior
- Appropriate section views interior
- Driver and passenger view exterior
- Front and rear view exterior
- Roof top view exterior

In addition to the drawings each vendor must include a payload calculation work sheet showing the estimated as built front axle, rear axle and total vehicle weight of the proposed vehicle.

SPECIFICATIONS

- 1 NEW Ford F59 Stripped Chassis (current model year)
 - Engine: 7.3L OHV 16 valve V-8 gasoline engine
 - Transmission: TorqShift 6-speed automatic w/OD
 - GVWR: 22,000 lb Payload Package
 - 5.38 Axle Ratio

- HydroMax power brake assist
- 4-wheel ABS
- 8,000 lb front GAWR
- 15,000 lbs rear GAWR
- Tires: 245/70R19.5G BSW Highway
- Wheels: 19.5" x 6.75" Steel (6)
- 4-wheel anti-lock braking system
- Air Conditioning Prep Package
- Daytime Running Lights
- 50 State Emissions System

1 Spring upgrade installed on rear suspension.

CHASSIS WARRANTY:

- Basic 36 month/36,000 miles
 - Powertrain 60 month/60,000 miles
 - Corrosion Perforation 60 month/unlimited mileage
 - Roadside Assistance 60 month/60,000 miles
- 1 Extend Ford's standard chassis warranty to 7 years/ 150,000 miles
- 1 US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
- 1 Class III receiver hitch (ball mount and ball not included).
- Reese Brakeman® IV digital electronic trailer brake control
 - 7 pole blade style trailer connector.
- 1 Stainless steel wheel liners with braided stainless steel valve stem extenders.

Rehab truck BODY:

- 1
 - All aluminum step van body.
 - Driver sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps.
 - Passenger sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps.
 - Sedan doors shall have a 0.125" aluminum tread plate step well for 18" skirt depth.
 - Sedan doors shall have black non-skid tape on all door entry sills.
 - Sedan doors shall have polished aluminum TriMark flush mounted locking hardware with self-aligning rotary latch and matching key locks. Outside door handles not to exceed 50" from ground.
 - Aluminum alloy double H wall beam, 6005-T5 alloy, 3" x 3" wide at the base, 1.5" wide at the top, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base.
 - I-beams shall be chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable.
 - Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application.
 - Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity.
 - Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture.
 - Lift-up molded fiberglass hood with chrome grill insert. Hood shall have integrated headlamps and turn signal indicators and dual assist gas charged lift shocks. The use of mechanical assist springs is not acceptable.
 - Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface.
 - Bright polished front bumper.
 - Tinted safety plate glass windshield with driver and passenger sun visors.

- Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body.
- Integral cab air conditioning and heating system with dash controls.
- Velvac heated remote control rear view mirrors with dash controls. Upper mirror has 62-sq.in. of flat surface and lower mirror has 30-sq.in. of convex surface. Mirror has a fold-away arm.
- Driver seat shall be Seats Inc. Magnum 200 mechanical suspension seat on fixed pedestal. Seat shall be covered in black cloth and have arm rests, lumbar support, tilt back and 3-point seat belt.
- Passenger seat shall be black jump seat with 2-point seat belt.
- Intermittent windshield wiper/washer with single heavy-duty windshield wiper motor.
- Custom front wheel cutouts for tires.
- Rear frame-mounted tow eyes extending past body.
- Aluminum engine box cover with acoustical and thermal insulation. Black molded ABS composite engine box overlay.
- Acoustical and thermal insulation with heat shield on exterior fire-wall.
- Full length skirting. Skirt shall extend 18" down from the bottom of floor extrusions.
- Dash shall be vacuum formed ABS composite with integrated control pod located left of dash.
- All clearance and side marker lights to be LED.
- Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles.
- The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards.

- 1 32" wide aluminum sedan door installed above floor. Includes 21.5" wide x 25.5" high fixed window. Door shall have continuous stainless-steel piano hinge, two (2) nylon door straps and an aluminum drip rail.
- 3 Exterior heavy-duty knurled aluminum grab handle and chrome plated stanchions installed at entry door.
- 3 Automatic LED courtesy light at entry door.
- 2 Lippert Treadlite 24" wide - single - automatic electric steel entry step with LED ground light. Step mounted under entry door. Step light will be tied into courtesy light defeat.

- 1 Flip-down aluminum step on rear bumper with Diamondback step surface and stainless-steel rails and bolt on mounts. Step shall have slots in rails for securing step in stow and down position.
- 1 Entire underside shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
- 1 Rear mud flaps with anti-sail brackets.

PAINT / GRAPHICS:

Body paint base color shall be single color base coat / clear coat nonmetallic paint from the roof line down. Note: Paint will be a commercial quality paint job.

Paint Color: Red

DRIVER / PASSENGER CAB AREA:

- 1 Walk-in van custom cab area finishing.
 - Cover cab doors with aluminum panels powder coated black.
 - Heavy-duty rubber grab handle on each door.
 - Panels covered with vinyl or fabric above driver and passenger doors.
 - Vehicle height sign on dash.
 - Insulated black rubber mat in driver and passenger toe plate area.
 - Insulate walls in kick plate area and install black carpeted panels.
 - Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7
 - Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
- 1 Work area on passenger side covered with laminate to match rear countertops and trimmed with vinyl T molding.
- 1 Custom fabricated console to house electrical distribution components and control panels shall be located in the overhead console above the windshield. The entire console shall be constructed of 3/4" plywood. The face shall be finished with laminate the bottom shall be covered with vinyl.
- 1 Red/Clear LED dome light with 3-position switch, red/off/white.
- 1 Color back up camera system with 7" LCD monitor and day/night camera. Camera includes a microphone for audio commands from a spotter to the driver during backing operations.
- 1 AM/FM stereo with Bluetooth and one (1) pair of 6" x 9" speakers.

WALLS, CEILING AND FLOOR:

Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.

Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.

Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating.

Cover interior roof supports with 1/2" plywood.

Cover sub ceiling with Veelok 17-oz. ribbed loop pile fabric.

Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.

Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.

Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.

- 1 Flush pocket door installed on heavy-duty aluminum track with two (2) three-wheel roller trucks. Pocket door shall have recessed handle, soft open, soft close, magnets to hold the door in open position, magnets to hold door in closed position and safety strap for travel. Pocket doors required to be flush with door pocket when open to provide full clear opening.

No exceptions.

All bulkheads shall be covered with Kemlite 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.

- 1 Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle.

Interior window covering will be a mini blind. Powder coat color will be black.

GALLEY / LAVATORY:

- 1 GE 1.1 cu.ft. 950-watt microwave oven. Model JES1145DMBB

- 1 Keurig Coffee maker. K475

- 1 Electric galley water system. Includes:

- Sink.
- Electric pump water system.
- Gooseneck Deck mounted centerset faucet.
- Fresh water tank installed in cabinet below sink.
- Gray water tank installed in cabinet below sink.

- 1 Pelican™ 95qt Elite Cooler, Color: White

Cooler Assembled Product Dimensions (L x W x H) 37.75 x 20.00 x 25.00 Inches

Locate cooler in exterior compartment.

SEATING:

- 2 Space Air Grid 55-38N17 black office chair with arm rests, five caster spider base, and adjustable height.

Fabricate and install fixed bench seating with removable cushions Benchseat cushions shall be covered in heavy-duty vinyl.

Fabricate and install flip-down bench seating Bench seat cushions shall be covered in heavy-duty vinyl. Bottom seat cushion will be installed on Zico Quic-Seat® fold down spring loaded seat brackets.

BENCH SEAT REQUIREMENTS:

- Foam for seat backs and bottoms shall be firm density.
- All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials.
- Material corners shall be squared or angled to fit precise cut of foam.
- Foam shall be bonded to plywood backer with industrial grade adhesive.
- Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.

- 11 Seat belt 2" Lap with chrome lever, black.

CABINETS:

Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications:

- Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames.
- Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached.
- Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames.
- Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached.
- Overhead cabinet doors swing up and gas spring lift supports.

- 4 Gas spring lift supports on overhead cabinet door.

- 4 LED light under overhead cabinet.

- 2 Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required.

- 4 FRP shelf up to 24" wide with 2" lip at front edge.

Closet shelves shall be infinitely adjustable using mini B-line track and hardware.

Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.

- 2 Removable conference table covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.

- 2 Triple pedestal legs for removable conference table.

- 2 Storage for a removable table.

HVAC SYSTEM:

- 1 Fan-tastic Vent model 1450 3-speed reversible 12" power roof ventilator.
- 2 Ducted Coleman Polar Mach 8 series low profile air conditioner with thermostat. Includes:
 - 15,000 nominal Btu/hr air conditioner with condensate pump.
 - Chill Grille Assembly with 5,600 Btu/hr heat strip
 - Wall mounted thermostat (white)

AC ELECTRICAL SYSTEM:

- 1 Power Tech 12-kW 120/240Vac liquid-cooled gasoline generator, #17010070, installed in a custom fabricated compartment. Generator features:
 - Prime Power (100% output 24/7 at up to 70°F and 500ft elevation)
 - USTC Certified Manufacturer
 - Warranty: 2 years from date of purchase, or 3000 hours whichever comes first, or 36 months from the date of manufacture.
 - Sound reduction enclosure
 - Four point mounting system
 - Four-cycle water cooled gasoline engine
 - Radiator cooled, direct mounted and protected enclosure
 - High-coolant temp and low oil pressure shutdown sensors
 - Spin-on oil filter and in-line fuel filter
 - Single side and bottom service

Compartment shall be constructed to the following specifications:

- Compartment shall be constructed from 0.187" aluminum with all welded seams.
- Compartment shall have 0.125" aluminum 2" box pan doors and 0.125" aluminum frames.
- Door frames shall be riveted to the body and welded to the compartments.
- Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws.
- Doors shall have slam latches and flush mounted handles.
- Doors shall have 0.100" aluminum treadplate panels on interior surfaces.
- Doors shall be held open in a 90° position with gas charged lift/support cylinders.
- Doors shall be sealed with industrial grade neoprene gasket.

NOTE:

Generator exhaust shall be routed to the street side of the vehicle.

Insulate generator compartment with an additional layer of sound absorbing insulation

15 2" exhaust ventilation hose for generator, per foot.

1 ACData surge suppressor for protection of entire AC power system.

Product features:

- UL listed: UL1449 3rd Edition
- LED visual verification of status

1 50A-120/240Vac and 12Vdc combined electrical control panel with the following features:

- Generator and shore power main breakers
- Eight (8) AC UL listed magnetic/hydraulic branch circuit breakers with LED indicators
- Twelve (12) DC UL listed magnetic/hydraulic circuit breakers with LED indicators
- Digital AC meters: voltage, frequency amperage
- Digital DC voltmeter
- Generator stop/start switch, generator hour meter

120Vac auxiliary control panels as required with UL listed magnetic/hydraulic circuit breakers and LED indicators.

1 Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD.

1 Marinco 50A-125/250Vac shore power package including:

- Waterproof shore power inlet with cap
 - 50-ft. 50A-125/250Vac shore power cord
 - 6-ft. 50A-125/250Vac pigtail
- 7 20A-125Vac duplex receptacle with dual USB charging ports. Receptacle is not dedicated to any installed equipment.
 - 1 20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment.
 - 4 20A-125Vac exterior GFCI duplex receptacle.

AC WIRING REQUIREMENTS:

- All AC main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit.
- All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic Carlon Carflex liquid tight and Carlon Flex-Plus blue ENT conduit.
- All electrical circuits and appliances shall conform to applicable national electrical codes.

DC ELECTRICAL SYSTEM:

- Four (4) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant aluminum compartment. Compartment shall have box pan door with slam latch, flush mount handle, key lock and Kwikkee heavy-duty slide assembly. Two (2) batteries will be separated for auxiliary equipment (2.2 hours of capacity @ 75-amp discharge rate) and two (2) batteries will be for communications equipment (2.2 hours of capacity @ 75-amp discharge rate). Battery data assumes a usable voltage range of 13.6 to 10.5 volts.
- Two (2) electronic converter/chargers, 60 amp minimum output each. Converter/charger features:
 - Charges three banks of batteries at the same time.
 - UL listed for safety.
 - Manual reset circuit breaker.
 - Reverse battery protection.
 - Electronic current limiting.
 - High voltage protection.
- One (1) master disconnect switch to control the auxiliary battery systems.
- 12Vdc control panel with seven (7) UL listed magnetic/hydraulic circuit breakers with red LED indicators and 12Vdc digital voltmeter.
- 12Vdc auxiliary panels with UL listed magnetic/hydraulic circuit breakers as required.

- 12Vdc auxiliary digital voltmeter to monitor the communications battery system.
- 1 Battery combiner automatically combines the battery banks during charging and isolates when no charging sensed on either bank. A three position control switch allows an operator to manually combine or separate batteries, to jump start engine or troubleshoot a failure.
- 19 Light, Orion 6" LED, neutral white with polished bezel.
- 6 Whelen C9 Series SurfaceMax LED Scene Light. 12VDC with chrome flange, model number C9SL.
- 2 Whelen PELCC LED light with chrome housing.

12VDC WIRING REQUIREMENTS:

- 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable.
 - All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable).
 - Circuit breaker functions shall be identified by engraved or printed labels.
 - All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569"
 - All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028
 - Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer.
 - All wiring shall be numbered or lettered on 6" centers minimum.
 - Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required.
 - Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms.
 - All wire bundles shall be tied with trimmed nylon ties.
- Care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas.
- A high-current 12Vdc system wiring schematic shall be provided.
 - These are the minimum acceptable 12Vdc wiring requirements.

EMERGENCY LIGHTING / SIRENS:

- 1 Whelen CenCom Carbide amplifier control module 3 selections control head 21 push button.
Vendor to wire for lights and MFRD will program after delivery.
- 1 Whelen SA315P high performance, multi-port 100 watt speaker with Whelen SAK1 mount.
- 1 Whelen TAM85 Low Profile Traffic Advisor with eight 500 series TIR6 Super-LED lamps.
- 2 Strobes N' More E64 Flood/Warning LED Stick, Red/ Flood. Dimensions: 20.75"x 1.57"x2.17"
(LxHxD)
- 1 Fenix Fusion 800 dual color light stick. Color: Red/White/ Red/White Red/White.
Dimensions:37.46in x 1.3in x:2.25in (LxHxD)
- 6 Fenix Down LUX 7x3 Flood light with Chrome Bezel, Dimensions (with bezel) 3.75" x 8" x 1"
- 4 Fenix WIDE LUX 6 X 4 surface mounted with Chrome Bezel, Dimensions (with bezel) 4.75" x 7.05" x 1"
- 10 Whelen M9 series Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes chrome flange.
- 1 Whelen M9 series Linear Super-LED lighthouse with internal flasher, WHITE LED's with CLEAR outer lens. Includes chrome flange.
- 1 Custom fabricated bracket to mount M9 series light above windshield, painted to match body.
- 4 Whelen C9 Series SurfaceMax LED Scene Light. 12VDC with chrome flange, model number C9K Split top RED / AMBER bottom

AUDIO / VIDEO:

- 2 Samsung UN43TU8000FXZA- 43" LED Smart TV (or current model) with wall mount bracket.
Product features:
 - Resolution 3840 x 2160
 - Component, RF
 - (3) HDMI, (2) USB
 - Sound Output (2) Speakers
 - DTV Tuner/ATSC / Clear QAM
 - Wi-Fi Ready, Smart TV
 - Dimensions: 37.9" x 22" x 2.4" (W x H x D), weight 17.9 lbs
- 1 JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation .
- 1 Extron DXP 44HD 4K PLUS 4X4 HDMI Matrix Switcher. 60-1493-21

- 3 HDMI input jack, wall plate and cable.

All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-6/U precision video cable.

RADIOS:

Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.

- 2 Prewire and make installation provisions for communications radio. Installation includes:

- NMO-style base on the roof or antenna raceway, as applicable.
- LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit.
- 12Vdc power routed to radio transceiver location.

- 1 Vendor purchased radios:

Radios listed below:

- Two (2) Mobile, XL-200m, Multiband
- Two (2) Feature, Vhf Band
- Two (2) Feature, Uhf Band
- Two (2) Feature, Phase 2 TDMA
- Two (2) Feature, 256-Aes, 64-Des Encryption
- Two (2) Feature Package, P25 Trunking
- Two (2) Kit, Mounting XL-Mobile Universal
- Two (2) Microphone, XL, Standard Mobile
- Two (2) Speaker, External, Mobile
- Two (2) Control Unit, XL-Ch
- Two (2) Antenna, Base, Std Roof Mnt Low Loss GPS
- Two (2) Antenna, Element, Flexible, V/U/700/800

Radio programming to be done by MFRD.

- 2 Single 3"H x 3"W x 12'L square aluminum tube antenna raceway on the roof of the apparatus. Antenna raceway will penetrate the roof at one location. Includes the following:

- 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable.
- Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nutserts installed for access cover attachment.
- Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.

COMPUTER NETWORK AND EQUIPMENT:

- 6 RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable).
- 1 Leviton 69586-U12 (or current model) 12-port Cat6 rack mount patch panel.
- 6 Certified 18" Cat6 patch cord.
- 1 Cable Certification Report confirming that network wiring complies with Cat6 specifications.
- 1 Red Dot weather-proof box with Leviton QuickPort inserts. Install spring loaded weatherproof PVC cover on box.
- 1 Prewire and make installation provisions for MFRD owned 4G wireless router with single modem. Includes two (2) roof mounted NMO antenna base with rain caps.

EXTERIOR STORAGE COMPARTMENTS:

- 2 Single door underbody storage compartments with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
- 1 Single door underbody storage compartment with approximate interior dimensions 28" high x up to 48" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
- 1 Custom fabricated slide out tray for Pelican Elite 95 cooler installed in underbody compartment. Includes:
 - Heavy-duty slide rails
 - Custom fabricated aluminum box
 - Pelican cooler tie-down kit to secure cooler to slide out tray
 - Cooler Assembled Product Dimensions (L x W x H) 37.75 x 20.00 x 25.00 Inches
- 1 Exterior aluminum roll up door with satin anodized finish. Includes:
 - Manual Lock with 2-sided Key
 - Sill Plate
 - Pull strap (as required)
 - Door Ajar Switch (required for LED light strips or door ajar warning, if applicable)

- 1 Aluminum drip pan installed inside of curb side roll up door compartment.
- 1 Exterior compartment with approximate interior dimensions of 48" high x up to 30" wide x 25" deep constructed from 0.1875 " aluminum with all welded seams.
- 1 Aluminum storage rack for eighteen (18) SCBA tanks. Fabricated from 0.125" aluminum.

Compartments listed above will be constructed to the following specifications:

- Sweep out type bottoms with 1/2" drain holes.
- 2" box pan doors and door frames fabricated from 0.125" aluminum.
- Door frames shall be riveted to the body and welded to the compartments.
- Compartments shall have an LED light that illuminates when the door is opened.

Compartment doors will be constructed to the following specifications:

- Stainless steel hinges attached with stainless machine screws.
- Slam latches and flush mounted handles.
- 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware.
- All doors shall be sealed with industrial grade neoprene gasket.
- All compartments to have Drip Rails installed.

MISCELLANEOUS OTHER:

- 2 Automatic Awning 18' Cadet Grey acrylic fabric electric awning with the following features:
 - Solid-state sensor automatically closes awning after detecting sustained winds
 - Exclusive Knee-Action Design prevents damage from sudden wind gusts
 - Heavy duty motor is fully contained in the roller tube, self-locks awning in travel position
 - Unique spring-arm mechanism automatically dumps accumulating rain water
- 1 5 pound dry chemical fire extinguisher.
- 1 Battery powered combination Carbon Monoxide and Smoke alarm.
- 1 Complete manual set, including the following
 - As-built specifications with interior and exterior drawings as used for production of the vehicle.
 - Chassis and body owner's manuals.
 - 12Vdc and 120Vac legends showing wire gauge, color, number and function.

- 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels.
- Roof top antenna placement drawing and legend identifying antenna placements and termination points.
- Audio/Video cabling diagram.
- Warranty and Return Authorization procedures.
- Chassis and generator maintenance and service logs.
- Battery maintenance information.

1 TRAINING.

At time of delivery to MFRD facility a manufacturer representative will provide up to four (4) hours of orientation on vendor provided systems:

Generator start up and shut down procedure

AC and DC electrical systems operation

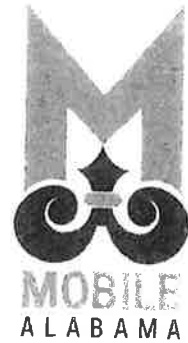
HVAC systems operation

Audio/Video system operation,

Awning operation

Vendor shall provide a minimum warranty of three (3) years / 36,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship.

Vender shall supply Lifetime phone & e-mail service department assistance.



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:9/28/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve Item based bid award for upfitting of MPD patrol and non-patrol vehicles.

General Fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210916 MPD Upfit Agenda Package Bids	Cover Memo	9/16/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/16/2021 - 3:04 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:

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

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5581	POLICE VEHICLE UPFITTING	2	PATROL UPFIT \$10,590.00/ VEHICLE; NON- PATROL UPFIT \$3,791.29/ VEHICLE	One year.	(290980) DANA SAFETY SUPPLY; (297124) PROLOGIC ITS, LLC

Adopted:

City Clerk

**BID 5579: UPFITTING OF POLICE
PACKAGE VEHICLES**

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

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/28/2021	5579	Police Department	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Wednesday, July 21, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 50-55	UPFITTING OF POLICE PACKAGE VEHICLES THIS BID IS FOR THE UPFITTING OF POTROL AND NON-PATROL POLICE VEHICLES. Upfitting of 2021 or newer model Chevrolet Police Patrol Tahoe PPV as per the following and attached patrol build specifications. Vendor shall bid and provide the items specified as per the attached specification. Price to upfit patrol build Tahoe as per the following and attached specification \$_____ / unit. Time to upfit each Tahoe as per specification _____ The City desires for the vendor to be able to upfit three (3) patrol build Tahoes per week. Can you meet the minimum of 3 completed units per week Yes_____ No_____					
			TOTAL			

Page 1 of 3

Page 1 of 3

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

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Pricing to be good for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for two (2) additional one (1) year periods. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ON AN ITEM BASIS <u>Option</u> Should the City require, the vendor may be required to pick up the vehicles from a location for upfitting and then delivered to the City of Mobile once upfitting has been completed. Provide price per mile to pick up and to deliver to the City of Mobile the complete vehicle \$ _____/mile.					
			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.

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 Argos 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)

ADDENDUM

July 14, 2021



RE: City of Mobile Bid #5579 for UPFITTING OF POLICE PACKAGE VEHICLES

Please consider the following to be ADDENDUM to City of Mobile Bid #5579 for UPFITTING OF POLICE PACKAGE VEHICLES.

Change:

Delete:

Two (2) Soundoff Signal ETSS 100N- 100N Series Composite Speaker with Universal Brackets

Replace with:

Two (2) Soundoff Signal ETSS 100J5- 100J Series Composite Speaker with Universal Brackets

If you have any questions, please feel free to send them to purchasing@cityofmobile.org.

Thank you for your consideration in this matter.

A blue ink signature of John Paine, consisting of stylized initials and a surname.

John Paine
Purchasing Agent
City of Mobile
JP/tajb



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Deere & Company for four zero-turn mowers.

General Fund.

Amount of Contract:

\$58,372.24

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210916 Deere Agenda Package POs	Cover Memo	9/16/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/16/2021 - 3:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13661,</u> <u>13662</u>	2021	(F7000) MOTOR POOL	TWO 72IN SIDE-DISCHARGE AND TWO 60IN REAR-DISCHARGE GAS ENGINE ZERO-TURN MOWERS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$58,372.24	<u>(295477) DEERE & COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013661-00 FY 2021 PO 21016241 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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Vendor
DEERE & COMPANY
2000 JOHN DEERE RUN

Ship To
MOTOR POOL
745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
Fax 309-749-2313

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
07/01/21	1295477	07/01/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ZERO TURN MOWER AS SPECIFIED: 2021 JOHN DEERE ZERO TURN MOWER WITH 72" SIDE DISCHARGE CUTTING DECK. VENDOR TO PROVIDE DEERE ZERO TURN Z950R ZTRAK AS PER SOURCEWELL GROUNDS MAINTENANCE CONTRACT #031121-DAC (PG NB CG 70) AND YOUR QUOTE #25207937 DATED 9-9-2021 Additional Description Notes ----- 2021 JOHN DEERE ZERO TURN MOWER WITH 72" CUTTING DECK. REQUESTED BY PUBLIC SERVICES MAINTENANCE.	2.00 EACH	14558.41000	29116.82
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.			29116.82

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](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013661-00 FY 2021 PO 21016241 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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Vendor
DEERE & COMPANY
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MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/21	1295477	07/01/21			MOTOR POOL

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				29116.82

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	29116.82	111487.49

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	29116.82	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	07/01/21	DIANE MCCARTY	
Approved	07/12/21	JOHN PEAVY	Auto approved by: 910518527
Approved	07/12/21	JAMES DELAPP	
Approved	09/14/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/14/21	DONALD ROSE	Auto approved by: 9105paij
Approved	09/14/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/14/21	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013662-00 FY 2021 PO 21016242 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 1
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
07/01/21	1295477	07/01/21			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 ZERO TURN MOWER AS SPECIFIED: 2021 JOHN DEERE ZERO TURN MOWER WITH 60" REAR DISCHARGE CUTTING DECK. VENDOR TO PROVIDE DEERE Z950R REAR DISCHARGE ZTRAK AS PER SOURCEWELL GROUNDS MAINTENANCE CONTRACT #031121-DAC. QUOTATION #25207937 DATED 9-8-2021 Additional Description Notes	2.00 EACH	14627.71000	29255.42

2021 JOHN DEERE ZERO TURN MOWER WITH 60" CUTTING DECK. REQUESTED BY PUBLIC SERVICES MAINTENANCE.

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.	29255.42
--	----------

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

29255.42

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013662-00 FY 2021 PO 21016242 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Converted	Page 2
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
07/01/21	1295477	07/01/21			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	29255.42	111487.49

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	29255.42	
MOTOR POOL EXP		VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Canceled	09/14/21	JOHN PAINE	GL Allocation changed
Approved	07/01/21	DIANE MCCARTY	
Approved	09/14/21	DIANE MCCARTY	
Approved	07/12/21	JOHN PEAVY	Auto approved by: 910518527
Approved	07/12/21	JAMES DELAPP	
Approved	09/15/21	JOHN PEAVY	Auto approved by: 910518527
Approved	09/15/21	JAMES DELAPP	
Approved	09/15/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/15/21	DONALD ROSE	Auto approved by: 9105paij
Approved	09/15/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/15/21	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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 Participating Entities. Participating Entities 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.

Sourcwell 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 Participating Entity 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 Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Participating Entities.

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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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); and
- 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. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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 Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities 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 contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities 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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity 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 Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity 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.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity 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 Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, 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 Participating Entities, 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/Province;
- Customer Zip Code;
- Sourcewell Assigned Entity/Participating Entity 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 Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment 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 Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 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 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. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **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.

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

D. **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.

E. **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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **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, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. 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.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **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.

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

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

14. 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.

15. 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.

16. 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.

17. 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 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 Participating Entities 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 Participating Entity 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.

18. 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), or equivalent. 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), or equivalent.

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

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 must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent 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.

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 list Sourcewell and its Participating Entities, 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/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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 and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. 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 the Canadian government, as applicable; or any Participating Entity. 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.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities 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. Participating Entities 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 Participating Entity 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 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.

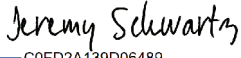
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, 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.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 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. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

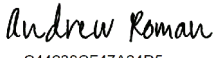
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:22 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/30/2021 | 11:30 AM CDT

Deere & Company

DocuSigned by:

By: C44230CF47A24D5...
Andrew Roman
Title: Contract Administrator
Date: 4/30/2021 | 11:29 AM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: Deere & Company
Address: 2000 John Deere Run
Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Wednesday February 03, 2021 15:51:18
Submitted On: Wednesday March 10, 2021 08:15:55
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: 15a28f33-864b-4511-9a93-ee50d039fe70
Submitter's IP Address: 165.225.9.87

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company	*
2	Proposer Address:	2000 John Deere Run Cary, NC 27513	*
3	Proposer website address:	www.johndeere.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bethany Schneider 10789 South Ridgeview Road, Olathe, KS 66061 SchneiderBethanyM@JohnDeere.com 515-802-4941	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith shop. Today it has grown into a corporation that does business around the world and employs over 56,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture, construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the US and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918 and manufacturing of lawn equipment since 1963.	*
8	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcwell members.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Deere & Company's 2020 Annual Report that has been uploaded as part of our proposal.	*
10	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.	*
11	What is your Canadian market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere is a manufacturer. b. John Deere has a nationwide dealer network. The dealer network are independently owned and operated businesses. John Deere partners with these independently owned John Deere dealers that will deliver and service the products being offered in the RFP.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of grounds maintenance equipment) in the United States.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor 2019 World's Most Ethical Companies - Ethisphere Institute 50 Sustainability & Climate Leader - Bloomberg Best Workplaces for Innovators - Fast Company Top Employer - Top Employers Institute Americas Most JUST Companies - JUST 100 2018 Best Global Brand - Interbrand World's Most Ethical Companies - Ethisphere Institute Top 10 Innovative Company - American Innovation Index Corporate Partner of the Year - National Society of Black Engineers 2017 World's Most Admired Companies - Fortune Magazine # 50 50 Best Places to Work in the US - Indeed.com US Chamber of Commerce Foundation Citizens Award Company of the Year - Society of Hispanic Professional Engineers 2016 2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide.
17	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
18	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds over 115 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined. The sales volumes over the past three years are as follows: 2020 - \$320.0M 2019 - \$326.3M 2018 - \$305.5M
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds the following GSA Contracts: Ag Tractor Contract #GS-30F-0007T UV Contract #GS-07F-9670S L&G Contract #GS-06F-0083S The total sales volume for the GSA contracts over the past three years are as follows: 2020 - \$15.2M 2019 - \$21.0M 2018 - \$15.3M

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Broward County Public Schools	Edgar Lugo	754-321-0508	*
Loudoun County Virginia	Gerald Landayan	703-771-5956	*
Osceola County Florida	Paul Callaway	407-742-0932	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	
State of Arkansas - Sourcewell Participating Addendum	John Leverett	501-683-2222	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 13.2M FY19 = 11.5M FY18 = 10.4M	*
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 5.4M FY19 = 8.1M FY18 = 8.6M	*
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 10.3M FY19 = 12.8M FY18 = 20.7M	*
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment.	Varies	FY20 = 8.0M FY19 = 11.5M FY18 = 10.3M	*
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 9.1M FY19 = 9.2M FY18 = 9.8M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 5 Government Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining Government Account Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government account managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government account managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcewell Grounds Maintenance Equipment Contract, the government account managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.	*
24	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
25	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support. As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	John Deere will serve Sourcewell member agencies in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States. Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer).	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	John Deere currently uses several forms of marketing to target the governmental and public customer segment: 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will play a key role in working with and supporting the John Deere Government Account Managers, by helping the Account Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Account Managers will be a valuable tool. Because the Account Managers have a strong relationship with the John Deere dealers, the account managers will help the dealers understand the contract and market it in their particular areas. The account managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcewell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.	*
37	Describe any technological advances that your proposed products or services offer.	Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers. 1. Available in a 60- or 72-inch cutting widths, 2. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality. 3. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased. 4. The unique design also helps minimize the amount of debris blown onto the operator. 5. Allows operators to mow closely around fixed objects with either side of the deck. Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award 1. Quik-Knect System Named One of This Year's Most Innovative Products in the Food and Agriculture Industry. 2. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. 3. Developed to help increase operator ease and enhance productivity. 4. Operators slide the tractor and implement connectors together until they click into place. Commercial Walk Behind Mowers Recognized with 2020 AE50 Award 1. AE50 awards highlight the most innovative designs in product engineering. 2. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry. 3. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: 1. Reduce environment impact including CO2 emissions on 90% of new products. 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards. 1. Best of CES Sustainability Award (GadgetMatch) 2. 50 Sustainability & Climate Leader (Bloomberg) 3. World's Most Ethical Companies (Ethisphere)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	See paragraph A of the attached warranty statement.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.	*
46	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?	John Deere is only submitting equipment manufactured by John Deere.	*
47	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.	*
48	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	John Deere's payment terms are Net 30.	*
50	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?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 4% to 24% off Current MSRP.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.	*
56	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.	John Deere can offer “Sourced Goods” to Sourcwell Members. What Sourcwell calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcwell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities 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 Sourcewell.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 the RFP and template Contract for additional details.)	John Deere will pay a 1% administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include: Residential Zero-Turn Radius Mowers & Equipment Lawn Tractors & Equipment Garden Tractors & Equipment Equipment for Lawn & Garden Tractors Commercial Walk-Behind Mowers & Equipment Commercial Zero-Turn Radius Mowers & Equipment Commercial Front Mowers & Equipment Commercial Wide Area Mowers & Equipment Compact Utility Tractors & Equipment Equipment for Commercial Mowing Products Equipment for Compact Utility Tractors Mid-Size Utility Vehicles & Equipment Full-Size Utility Vehicles & Equipment Traditional Utility Vehicles & Equipment HPX Utility Vehicles & Equipment Implements for Utility Vehicles TerrainCut Mowers & Equipment Special Application Vehicles & Equipment Aercore & Equipment Debris Maintenance & Equipment Frontier Implements and Attachments Our independent dealer network will provide aftermarket services upon request. Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	List of subcategory products John Deere will offer within this RFP include: Material Handling Attachments (Loaders, Backhoes, Mower Decks, Rotary Tillers, Snow Blowers) Frontier Attachments (Cotton, Cutting/Mowing, Hay & Forage, Landscape, Livestock, Material Handling, Planting & Seeding, Snow, Sprayers, Tillage)

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	☒ Yes ☐ No	See uploaded Price Schedule and Price Pages.pdf.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	☐ Yes ☒ No	No Bid
68	Beach and waterfront maintenance equipment and accessories	☐ Yes ☒ No	No Bid
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	☐ Yes ☒ No	John Deere is not providing parts, service or warranty programs as part of its RFP response. However, Sourcewell members will be able to purchase parts and other service programs directly from the John Deere dealers.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2021 and beyond includes this discussion.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	John Deere relies heavily on applicable safety standards as published by the International Standards Organization (ISO), the American National Standards Institute (ANSI), the American Society of Agricultural and Biological Engineers (ASABE), European Committee for Standardization (CEN), and other organizations. Our goal is to meet or surpass the intent of these standards. As part of our design process, we ensure safety information appears in pre-delivery instructions, operator's manuals, technical manuals, and other service publications. In addition, safety instructions in the form of safety signs are affixed to the product to appropriately warn an operator of potential hazards. We also provide training resources such as videos, posters, brochures, and guides.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator, Deere & Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☒	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☒	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☒	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☒	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☒	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☒	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☒	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☒	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☒	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☒	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☒	1

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:9/28/2021

Submitted by:

Michelle Melton, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson & Councilperson Fred Richardson

Purpose and Scope of Project:

To provide improvements to Trinity Gardens Park including upgrades for ADA, windows, gymnastic equipment, surveillance system. Project also includes installation of a pavilion.

Amount of Contract:

\$700,277.00

Funding Source

Project # Trinity Gardens Park – Improvements PR-038-20 **Discretionary Funds**

Project String C0076 Trinity Gardens Pk Imp D1 capital acct (20002000-48010) **Contract Number:**3467

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	9/16/2021 - 8:31 AM
Capital	Hollins, Tiffany	Approved	9/16/2021 - 10:45 AM
Legal	Kern, Chris	Approved	9/16/2021 - 11:24 AM
Mayors Office	Barber, James	Approved	9/16/2021 - 3:02 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

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

Purpose and Scope of Project:

To accept a contract with McElhenney Construction Company, LLC., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council-public Works (Infrastructure/Construction/other related services.)

Amount of Contract:

\$780,277.25

Funding Source

Project # C0134

Project String 20002000-48010

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

Grant Funds

Discretionary Funds

Contract Number:3463

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/14/2021 - 1:38 PM
Capital	Hollins, Tiffany	Approved	9/14/2021 - 4:46 PM
Legal	Kern, Chris	Approved	9/15/2021 - 5:33 PM
Mayors			9/16/2021 - 3:03

Office

Barber, James

Approved

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

To accept a contract amendment with McCrory & Williams, Inc.

Funding Source

Project # C0435

Project String 20002000-48020

Budget Amendment **REDUCE**

INCREASE \$58,000.00

Grant Funds

Discretionary Funds

Contract Number:2168

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Rejected	9/14/2021 - 1:36 PM
Engineering Williams, LaShey	Approved	9/14/2021 - 12:39 PM
Engineering Amberger, Nick	Approved	9/14/2021 - 1:44 PM
Capital Hollins, Tiffany	Approved	9/14/2021 - 4:36 PM
Legal Kern, Chris	Approved	9/15/2021 - 5:35 PM
Mayors Office Barber, James	Approved	9/16/2021 - 3:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Michelle Melton, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson & Councilperson Manzie

Purpose and Scope of Project:

To repair hurricane damaged roof at the Convention Center

Amount of Contract:

\$99,000.00

Funding Source

Project # Arthur R. Outlaw Convention Center –
Repair of Hurricane Damage to Roof CN-014b-19

Discretionary Funds

Project String C0468 Convention Center Roof
capital acct (20002000-48010); HUR-SALLY

Contract Number:3468

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	9/16/2021 - 10:23 AM
Capital	Hollins, Tiffany	Rejected	9/16/2021 - 9:48 AM
Architectural Engineering	Melton, Michelle	Approved	9/16/2021 - 2:16 PM
Capital	Hollins, Tiffany	Approved	9/16/2021 - 2:35 PM
Legal	Kern, Chris	Approved	9/16/2021 - 2:51 PM

Mayors
Office

Barber, James

Approved

9/16/2021 - 3:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Rosemary Ginn, Asst City Engineer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Clean Earth of Alabama Inc for support services for Household Hazardous Waste Drop-off events.

Stormwater.

Amount of Contract:

\$150,000 annually

Funding Source

Project # C0604 HOUSEHOLD HAZARDOUS
WASTE COLLECTION

Discretionary Funds

Project String C0604-40504050-42200

Contract Number:3466

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2021 Agenda Package Clean Earth	Cover Memo	9/15/2021

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	9/16/2021 - 8:59 AM
Capital Hollins, Tiffany	Approved	9/16/2021 - 10:18 AM
		9/16/2021 -

Legal	Kern, Chris	Approved	10:52 AM
Legal	Kern, Chris	Approved	9/16/2021 - 10:52 AM
Mayors Office	Barber, James	Approved	9/16/2021 - 3:03 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.*

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)



PROJECT NAME: Household Hazardous Waste Collection Event Services

PROJECT # C0604

PROJECT DESCRIPTION HHW Collection Support

CONTRACT AMOUNT \$150,000.00

VENDOR NAME Clean Earth of Alabama, Inc

VENDOR NUMBER 297390

DEPT # 3005 DEPT NAME Engineering

CONTRACT ADMINISTRATOR Nick Amberger

Please Select by circling one (Type): Professional - SERVICE

Architectural Engineering Testing **Professional Services**

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

RETAINAGE INFORMATION: None

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

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

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

Prepared by: _____ Date _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Clean Earth of Alabama, Inc. for household hazardous waste collection event support services, in an amount not to exceed \$150,000.00 per year, for one year, renewable without further Council action, for two additional one year periods, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted:

City Clerk



City of Mobile

Household Hazardous Waste Collection Event Support

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ___ day of September, **2021** (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Clean Earth of Alabama, Inc., (hereinafter "Contractor"), a for profit company organized under the laws of the State of Pennsylvania, on behalf of itself and its affiliates.

WHEREAS, the City desires to conduct Household Hazardous Waste Collection Events ("Event") and to hire a Contractor to assist in the operation of such events, and

WHEREAS, the City has determined that Contractor is especially qualified to provide these services, and

WHEREAS Contractor has agreed to provide such services.

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

ARTICLE 1. Scope of the Work; Term. The description, location, frequency, lump sum cost or unit price are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, for one Event, with the option upon agreement of the parties to include additional Events during the first year, and to renew the agreement for two additional one-year periods with one or more Events during the additional one-year periods.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, or as otherwise negotiated based on the nature of Contractor's work. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. . In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within thirty (30) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

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

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

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

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

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

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every

reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

ARTICLE 10. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement. The Contractor agrees and understands that the funding of this contract is solely provided from the General Fund of the City of Mobile. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this contract may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this contract, the City of Mobile shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

ARTICLE 11. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 12. Notices. Notice for the City shall be mailed to:

City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:

Clean Earth of Alabama, Inc.
933 First Avenue, Suite 200
King of Prussia, PA 19406

ARTICLE 13. Compliance with Alabama Immigration Law

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

ARTICLE 14. Boycotts

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

ARTICLE 15. Limitation of Liability

IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED \$5,000,000.

ARTICLE 16. Signatures:

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

CONTRACTOR, Clean Earth of Alabama, Inc.

Sheri Cunningham, Its Director, Sales Process & Contract Management (title)
On behalf of Contractor

September 9, 2021 Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A: Scope of Work

EXHIBIT B: Evidence of Insurance

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT SUPPORT

1.0 Introduction

Contractor is to assist the City in the collection, transportation, and disposal of household hazardous waste during a community Household Hazardous Waste Collection Event to be scheduled during the summer 2021, with the option to support additional collection events for up to three years.

2.0 Specifications-General

- A. The City will host and provide overall management of the event, to include site selection, advertisement, setting eligibility criteria, and traffic management. Contractor's role will be the reception, handling, identification, packaging, transport, and disposal of specified waste items. City and Contractor will collaborate on designing the most efficient site laydown for execution of each event.
- B. The initial agreement would be for one year, for one event, with the option to include additional events during the first year, with the further option to renew the agreement for up to two additional one-year periods, upon mutual agreement between the City and selected Contractor. Each renewal shall be renewed under the same terms of the initial agreement.
- C. Specific date(s), time(s), and location will be mutually agreed upon by the City and contractor. The expectation is that the first event will be during the summer of 2021.
- D. Contractor will provide sufficient trained and equipped staff to safely and efficiently handle the City-defined quantity expectations with minimal wait for drop off customers. City will invite a mutually agreed-upon number of volunteers to assist Contractor, if needed. Contractor will provide training for and supervision of collection volunteers on-site the day of the event(s). Contractor may ask for, and the City will comply with, the removal of any person from volunteer support for unsafe or intemperate behavior.
- E. The contractor will provide proper PPE (Personal Protective Equipment) for all staff needed to safely perform the mentioned duties. City will provide necessary PPE for volunteers.
- F. The contractor shall accept, package, transport and dispose of the following materials:

Drain Cleaner	Bleach	Muriatic Acid
Pesticides	Sealant	Cesspool Cleaners

EXHIBIT A: SCOPE OF WORK

Herbicides	Radiator Flushes	Arts & Crafts Supplies
Fertilizers	Solvents	Wood Preservatives
Metal Polish	Ammonia	Brake Fluid
Photo Chemicals	Pool Chemicals	Transmission Fluid
Dry Cleaning Fluids	Creosote	Antifreeze
Rust Preventatives	Moth Balls	Batteries
Rodent Killer	Oil Based Paint	Used Oil
Wood Strippers	Latex Based Paint	
Paint Thinner	Oven Cleaners	

- G. The City will separately accept, package, transport, and dispose of the following materials at the event:

Tires

- H. Neither the City nor Contractor will accept the following materials at the event. Contractor will be expected to identify such materials and return them to the customer with directions for disposal, or consult with the City if return to the customer is deemed inappropriate.

Unknown Materials	Substances Regulated By the Drug Enforcement Agency	Radioactive Waste
Unstable Waste	Unknown Gas Cylinders	Bio-Hazardous Waste

- I. Contractor should be prepared, staffed, and equipped to receive, accept, package, transport, and dispose of the listed types of materials. City and Contractor will agree upon quantity estimates and performance expectations before each event. In the event unaccepted materials are received at the event, Contractor will provide the City with a cost estimate for disposal of the material. Contractor must handle disposal, City will not be responsible for unaccepted materials.

No.	Material	UN #
1	Paint related material	1263
2	Paint related material	1263
3	Non-Regulated Collected Latex Paint	N/A
4	Aerosols, Flammable	1950
5	Flammable liquids, n.o.s.	1993
6	Organic peroxide type D, liquid	3105
7	Flammable solids, organic, n.o.s.	1325
8	Organic peroxide type E, solid	3108
9	Non-Regulated Household Collected Antifreeze	N/A
10	Pesticides, liquid, toxic, n.o.s.	2902

EXHIBIT A: SCOPE OF WORK

11	Pesticides, solid, toxic, n.o.s.	2588
12	Corrosive liquid, acidic, inorganic, n.o.s.	3264
13	Corrosive solid, acidic, inorganic, n.o.s.	3260
14	Corrosive liquid, basic, inorganic, n.o.s.	3266
15	Corrosive solid, basic, inorganic, n.o.s.	3262
16	Oxidizing solid, n.o.s.	1479
17	Oxidizing liquid, n.o.s.	3139
18	Batteries- Alkaline	N/A
19	Batteries, dry, containing potassium hydroxide solid	3028
20	Lithium battery	3090
21	Batteries-Nickel Metal Hydride	N/A
22	Propane (1-pound bottle)	1978
23	Propane (20-pound bottle)	1978
24	Fire extinguishers containing compressed or liquefied gas	1044
25	Chlorodifluoromethane or Refrigerant gas R22	1018
26	Mercury contained in manufactured articles	3506
27	Universal Household Collected Compact Fluorescent Bulbs (CFL's)	N/A
28	Universal Household Collected Fluorescent Light tubes 4 ft	N/A
29	Universal Household Collected Fluorescent Light tubes 8 ft	N/A
30	High Pressure Sodium Light Bulbs	N/A
31	Non-TSCA Ballasts	N/A
32	Used Oil	N/A

- J. It is possible that the Contractor may be called upon to provide Additional Services outside the Scope of Work. The services would be requested in writing by the City and hourly rates and an estimate of hours to complete the task(s) would be requested from the Contractor.
- K. Insurance requirements: Contractor will be asked to deposit with the City at the time of execution of the contract certificates of insurance, issued by a company licensed and qualified to do business in the State of Alabama, evidencing to the satisfaction of the City that certain coverages and amounts, equivalent to the coverages and amounts listed below, have been obtained by

EXHIBIT A: SCOPE OF WORK

the selected Contractor. Each policy shall contain an endorsement waiving rights of subrogation against the City of Mobile, and must also name the City as an additional insured.

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama pursuant to Additional Insured Endorsement #1.
 - i. Employer's Liability with limits of not less than:
 - ii. Bodily Injury by Accident \$1,000,000 each accident
 - iii. Bodily Injury by Disease \$1,000,000 policy limit
 - iv. Bodily Injury by Disease \$1,000,000 each employee
 - v. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.
- b. Comprehensive General Liability Insurance:
 - i. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - ii. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - iii. General Aggregate Limit shall apply on a "Per Project" basis.
- c. Automobile Liability Insurance:
 - i. Automobile Liability Insurance to cover all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- d. Excess/Umbrella Liability Insurance
 - i. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - ii. Limit of Liability: \$2,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.
- e. Professional Liability Insurance
 - i. "Per Project" limit - \$1,000,000
- f. Environmental Impairment Liability
 - i. Limit of Liability: \$10,000,000 each claim/aggregate
- g. Contractor's Pollution Liability
 - i. Limit of Liability: \$10,000,000 each claim/aggregate
- h. Certificates of Insurance - Prior to commencement of the Work, Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting

EXHIBIT A: SCOPE OF WORK

applicable endorsements, described above and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

2.1 Specifications- City Responsibilities

- A. The City will determine the date, location, eligibility, rules, and hours for the event, in consultation with Contractor, at least one month prior to each event. City will be responsible to provide pre-event publicity, registration and survey to estimate event attendance and to provide attendance estimates to Contractor not later than 96 hours before event. At this point, City may cancel the event, reschedule the event, or ask contractor for manning above or below the Base event staffing identified in 4.0. B.
- B. City will review and approve Contractor's event mobilization staffing plan not later than 48 hours before event. City will commit to pay for Contractor's pre-approved On-Site Labor and Support charges.
- C. The City will provide the event facility, to include necessary access, tenting, restrooms, handwashing stations, parking, signage, traffic control, security, and emergency response. City will provide shade structures, but not climate control. City will be responsible for the overall design and laydown of the site, in consultation with Contractor. City will oversee the setup and take-down for the event.
- D. City will determine the waste streams to be collected.
- E. The City will advertise and provide public and media engagement, direction, and publicity.
- F. City will provide sufficient employees, equipment, and supplies to perform event set up of City responsibilities, coordination, and oversight, except for those items Contractor will use to collect, sort, package, and transport.
- G. The City will provide protective equipment for all City employees and City volunteers. City will recruit, intake, organize, equip, and assign volunteers, if needed.
- H. City will decide whether weather or other contingency requires cancellation or rescheduling of any scheduled event not later than 72 hours before event without fee. City may cancel an event less than 72 hours before an event but will be responsible to pay the on-site labor Base rate in paragraph 4.0 B below. City is not responsible for any other Contractor loss of revenue or expenses due to cancellation or rescheduling.

EXHIBIT A: SCOPE OF WORK

- I. City will review and pay Contractor's properly presented invoice per event within 30 days of presentation of the invoice and completion of the event, upon the receipt of the final manifest for the event whichever event is later.

2.2 Specifications- Contractor Responsibilities

- A. The Contractor will assist the City with planning and logistics of the Household Hazardous Waste Event(s).
- B. Contractor will review City's pre-event estimate survey and return to the City with a staffing plan not later than 72 hours prior to event. Contractor will implement City's approved staffing plan.
- C. The Contractor will provide all equipment, supplies, and containers necessary to collect, transport, document and dispose of hazardous waste collected during the event(s) for which they are responsible.
- D. The Contractor will collect, remove, and properly dispose of all incidental non-hazardous waste collected during the event. The amount of roll off containers for non-hazardous waste disposal will be agreed upon with the City not later than 72 hours prior to the event.
- E. The Contractor will provide properly trained and qualified personnel, outfitted in proper protective equipment. Contractor personnel will engage with citizens, City staff, and volunteers in a courteous and professional manner at all times.
- F. The Contractor will provide trained personnel to properly collect, sort, document, and dispose of household hazardous waste while maintaining compliance with local, state and federal regulations.
- G. The Contractor will provide transportation, treatment, and disposal of collected wastes in compliance with all State and Federal regulations.
- H. The Contractor shall remain on-site until all materials collected during the event are properly labeled and packaged for safe transport. All documents/manifests must be completed before the contractor shall leave the premises.
- I. The Contractor shall take full responsibility of the wastes Contractor collects at the event and indemnify the City of Mobile against any damages incurred from improper management during transportation or disposal. The contractor shall be properly bonded, licensed and insured.
- J. The Contractor will provide the City documentation regarding the disposal

EXHIBIT A: SCOPE OF WORK

method used for each substance and all licenses, permits, and other applicable materials to transport to a Treatment, Storage, and Disposal Facility or other disposal method. Contractor must provide details of each transfer/storage/recycling/disposal sites including EPA ID number, if applicable.

- K. Contractor must provide the City of Mobile with a Certificate of Destruction for all wastes collected at the event(s) within ninety (90) days of the event(s).
- L. The Contractor must provide and observe a site-safety and contingency plan specific to the City and provide training to all personnel on the day of the event.
- M. The Contractor will invoice all unit-rate fees allowed in paragraph 4.0 with itemized detail of item and quantity. Contractor will not bill “additional services” or fees unless specifically approved in writing by the City in advanced.
- N. The Contractor will be responsible for utilities, including but not limited to water and power.

3.0 Contractor Qualification Requirements

- A. Contractor must be capable of and experienced in collecting, handling, transporting and disposing of household hazardous waste items.
- B. Staff Project Manager is required to have a minimum of five (5) years of experience in conducting household hazardous waste collection events. Other employees/staff are required to have a minimum of 24 to 40 hours training.
- C. Contractor must maintain and be fully licensed, certified, and permitted to include but not limited to the following:
 - a. State Hazardous Transporter’s License (ADEM)
 - b. Federal Hazardous Waste Transporter’s Permit (U.S. EPA)
 - c. Authorization from the Interstate Commerce Commission and appropriate State Agency to operate as a common carrier
 - d. Evidence of satisfactory Federal Motor Carrier Safety Rating (USDOT)
 - e. Federal Hazardous Materials Certificate of Registration
 - f. City of Mobile Business License

EXHIBIT A: SCOPE OF WORK

4.0 Payment and Fee Schedule

A. Planning Assistance (Per Event) Lump Sum \$1,000.00

B. On-Site Labor and Support Per Event (Base per event – actual number of persons and hours to be agreed upon per event:

Labor Type	No. of People/Units	No. of Hours P/P	Hourly Rate P/P	Extended Cost
Manager	1	10	\$45	\$450.00
Chemist	6	10	\$40	\$2,400.00
Technician	45	8	\$35	\$12,600.00
Equipment Operator	3	10	\$40	\$1,200.00
Forklift	3	Day Rate-2	\$450	\$2,700.00
			Total Labor	\$19,350.00

C. Set-Up Cost (Per Event) Lump Sum \$1,200.00

D. Take-Down (Per Event) Lump Sum \$12,000.00

E. Hazardous Waste Disposal (Per Event) At unit prices indicated in table below.

F. Non-Hazardous Waste Disposal (Per Event) Unit price per roll-off \$750.00

G. Additional Services (Per Event)

H. Additional Notes Regarding Fees.

- Planning Assistance, Per Event, will be paid to the Contractor once the site safety and contingency plan is received and approved by the City, upon approval of the invoice. Payment Not to Exceed \$1,000.
- On-Site Labor and Support, Per Event, will be based on a time and materials basis, following the event, upon approval of the invoice.
- Set-Up Cost, Per Event, will be paid on a Lump Sum basis, following the event, upon approval of the invoice.
- Take-Down, Per Event, will be paid on a Lump Sum basis, following

EXHIBIT A: SCOPE OF WORK

- the event, upon approval of the invoice.
- e. Total hazardous waste disposal cost will be calculated using the attached one-page document, "City of Mobile Pricing Cost Proposal/Disposal Method," provided by the Contractor.
 - i. Total hazardous waste disposal cost will be generated by the actual disposal amounts per event, using the unit costs in paragraph H, "City of Mobile Pricing Cost Proposal/Disposal Method," provided by the Contractor. These costs are subject to renegotiation annually upon contract renewal.
 - ii. The Total disposal cost will be paid once the event manifest and Certificate of Destruction of all materials collected at the event is received, upon the approval of the invoice.
 - f. The number of non-hazardous waste disposal roll-offs, per event, will be agreed upon after the review of the City pre-registration survey.
 - g. Additional Services, Per Event.
 - i. It is possible that the Contractor may be called upon to provide Additional Services outside the Scope of Work.
 - ii. Additional Services would be requested in writing by the City.
 - iii. An estimate of hours to complete the task(s) would be requested from the Contractor for approval by the City, prior to the work being performed.
 - iv. On-Site Labor and Support hourly rates listed in Payment and Fee Schedule would be used, if additional personnel are required, per event, if needed.
 - v. The disposal of unaccepted waste shall be included in Additional Services, Per Event, if needed.
 - vi. The cost associated with any non-hourly rate Additional Services will be requested in writing, and a cost shall be provided to the City before the work is performed.

EXHIBIT A: SCOPE OF WORK

I. Item -Based Hazardous Waste Disposal Pricing

City of Mobile Pricing
Cost Proposal/Disposal Method
2021

Waste Category	Handling/ Packaging**	Cost Per Pound	Other	Units
Aerosols	IN – loose pack	\$1.20	\$50.00	Minimum
Antifreeze	FB – bulk	\$0.25	-----	Lb
Alkaline Batteries	RC – loose pack	\$0.80	-----	Lb
Corrosives (Acids or Bases)	Treat – loose pack	\$1.00	-----	Lb
Fire Extinguishers	RC – loose pack	-----	\$5.00	Each
Flammables Solids- Adhesives, Tar	FB – loose pack	\$0.90	-----	Lb
Flammable Solvents	FB – bulk	\$0.25	-----	Lb
Fluorescent Bulbs	RC – loose pack	\$0.45	-----	Lb
Fluorescent(Compact)	RC – loose pack	\$0.45	-----	Lb
HID Bulbs	RC – loose pack	\$0.65	-----	Lb
Helium	RC – loose pack	-----	\$15.00	Each
Latex Paint	WTE – loose pack	\$0.45	-----	Lb
Latex Paint	WTE – loose pack	\$4,800.00	-----	Roll Off
Lithium Batteries	RC – loose pack	\$0.80	\$50.00	Minimum
Mercury	RC – lab pack	\$5.00	\$225.00	Pail
Motor Oil	FB – bulk	\$0.25	-----	Lb
Ni-Cad Batteries	RC – loose pack	\$0.80	\$50.00	Minimum
Non-haz solids	LF – bulk	\$0.25		
Oil Base Paint	FB - loose pack	\$0.45	-----	Lb
Oil Base Paint	FB - loose pack	\$5,500.00	-----	Roll Off
Oxidizers	IN – loose pack	\$3.50	-----	Lb
PCB Waste	IN – loose pack	\$0.70	-----	Lb
Pharmaceuticals	IN – loose pack	\$1.00	-----	
Pesticide Liquid or Solid	IN – loose pack	\$1.00	-----	Lb
Propane (Small)	RC – loose pack	-----	\$5.00	Each
Propane (BBQ)	RC – loose pack	-----	\$5.00	Each
Reactives (Organic Peroxide, Amines, Isocyanates, Water Reactives)	IN – lab pack	\$3.00	\$85.00	Minimum
Refrigerant	RC – loose pack	-----	\$50.00	Each
Various Labpacks	IN – lab pack	\$2.00	\$50.00	Minimum
Electronics	RC – palletize	\$0.45	-----	Lb
Container Minimum	-----	-----	\$50.00	Each

RC-Recycle, WTE-Waste to Energy, FB-Fuel Blend, IN-Incineration, LF-Landfill

The materials collected will determine the total invoice.

EXHIBIT B: INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2021

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Clean Earth, LLC 933 First Avenue, Ste. 200 King Of Prussia, PA 19406	<table border="1"> <thead> <tr> <th data-bbox="815 428 1430 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 428 1572 449">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 455 1430 476">INSURER A: National Union Fire Insurance Company of P</td> <td data-bbox="1437 455 1572 476">19445</td> </tr> <tr> <td data-bbox="815 483 1430 504">INSURER B: American Guarantee and Liability Insurance</td> <td data-bbox="1437 483 1572 504">26247</td> </tr> <tr> <td data-bbox="815 510 1430 531">INSURER C: AIU Insurance Company</td> <td data-bbox="1437 510 1572 531">19399</td> </tr> <tr> <td data-bbox="815 537 1430 558">INSURER D: Allied World Assurance Company US Inc</td> <td data-bbox="1437 537 1572 558">19489</td> </tr> <tr> <td data-bbox="815 567 1430 588">INSURER E:</td> <td data-bbox="1437 567 1572 588"></td> </tr> <tr> <td data-bbox="815 594 1430 615">INSURER F:</td> <td data-bbox="1437 594 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of P	19445	INSURER B: American Guarantee and Liability Insurance	26247	INSURER C: AIU Insurance Company	19399	INSURER D: Allied World Assurance Company US Inc	19489	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: W21964453

REVISION NUMBER:

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

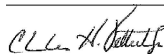
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000
		Y	Y	GL 6547157	06/30/2021	06/30/2022	MED EXP (Any one person) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AL 7030964	06/30/2021	06/30/2022	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE			AUC 7364403-03	06/30/2021	06/30/2022	AGGREGATE \$ 10,000,000
	☐ DED ☒ RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WC 16393279	06/30/2021	06/30/2022	E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
							E.L. DISEASE - POLICY LIMIT \$ 3,000,000
D	Professional Liability		Y	0312-3010	06/30/2021	06/30/2022	Per Incident \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

City of Mobile 205 Government Street, Government Plaza, 2nd Floor, South Tower Mobile, AL 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Clean Earth, LLC 933 First Avenue, Ste. 200 King Of Prussia, PA 19406	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: Household hazardous waste Collection event twice annually First event is scheduled for August 21.

Annual Value of Contract: \$ 220,000

City of Mobile, AL, Page 3 of 13 in the RFP. are included as Additional Insureds under the General Liability per Endt AI #1 and Auto Liability.

Waiver of Subrogation is applicable where required by contract and permitted by law in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation policies.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Professional Liability and Contractors Pollution Liability.

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc

NAIC#: 19489

POLICY NUMBER: 0312-3010 EFF DATE: 06/30/2021 EXP DATE: 06/30/2022

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractors Pollution Liability	Per Incident	\$10,000,000
	Aggregate	\$10,000,000

Additional Named Insureds

Clean Earth LLC
Assessment & Remedial Design Technologies, Inc.
Accelerated Remediation Kinetics, LLC
Advanced Remediation & Disposal Technologies of DE, LLC
Allied Environmental Group, LLC
Clean Earth of Carteret, LLC dba Clean Earth of Connecticut dba Phoenix Soil –A Clean Earth Company
United Retek of Connecticut, LLC
Clean Earth of Maryland, LLC
Clean Earth of New Castle, LLC
Clean Earth of North Jersey, Inc.
Clean Earth of Philadelphia, LLC
Clean Rock Properties, Ltd.
Real Property Acquisition, LLC
Clean Earth Dredging Technologies, LLC
Clean Earth of Southeast Pennsylvania, LLC
Clean Earth of West Virginia, Inc
Clean Earth of Williamsport, LLC
Clean Earth of Georgia, LLC
Clean Earth of Southern Florida, LLC
Clean Earth Environmental Services, Inc.
Clean Earth of Greater Washington, LLC dba Clean Earth Aggregates
Gardner Road Oil, LLC DBA Clean Earth of Brandywine
AERC Acquisition Corporation dba AERC Recycling Solutions, A Clean Earth Company; dba DART, A Clean Earth Company
AES Asset Acquisition Corporation dba Clean Earth of Calvert City dba Clean Earth of Morgantown dba
AES Environmental, LLC dba American Transportation Solutions, LLC
Clean Earth of Alabama, Inc.
MKC Acquisition Corporation MKC Acquisition Corporation dba MKC Enterprises, A Clean Earth Company
Environmental Soil Management, Inc
Environmental Soil Management of New York, LLC dba ESMI, A Clean Earth Company
Clean Earth of Michigan, LLC dba DART, Inc., A Clean Earth Company
Clean Earth Mobile Services, LLC
Carteret Asphalt Corporation

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/30/2021 forms a part of

Policy No. AL 703-09-64 issued to HARSCO CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date.
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/30/2021/forms a part of

Policy No. AL 703-0964

issued to HARSCO CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/30/2021 forms a part of

policy No. AL 703-09-64 issued to HARSCO CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

Policy number: GL 654-71-57

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

ADDITIONAL INSURED ENDORSEMENT #1 (Formerly Form 17)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any organization with whom you have agreed under written contract, executed prior to loss, to include as an additional insured with the specific terms set forth in this endorsement. Such additional insureds will be reported to us on a quarterly basis. Failure to report any specific additional insured will not invalidate coverage hereunder provided the insured has endeavored to report all additional insureds to the best of their knowledge.	All locations where you are performing work for such additional insured

- A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the schedule, for loss occurring after the date the written contract was executed, but only with respect to liabilities for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured and performed pursuant to the written contract.
- B. With respect to the insurance afforded to the additional insured, the insurance provided hereunder shall be limited by and not inconsistent with the indemnification obligations as set forth in the written contract.
- C. Notwithstanding anything to the contrary contained herein or in paragraph B. above, this endorsement is not intended to, and all parties hereby agree, that in no way shall it be construed as providing coverage greater than provided under the terms of the policy.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 06/30/2021

forms a part of

Policy No. GL 654-71-57 issued to HARSCO CORPORATION

By NATONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **First Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **First Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **First Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Where required by written contract or agreement executed prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Endorsement No: 4
This endorsement, effective: June 30, 2021
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)
forms a part of Policy No: 0312-3010
Issued to: Harsco Corporation
by: Allied World Assurance Company (U.S.) Inc.

SUBROGATION WAIVER FOR A SPECIFIC CLIENT OR CONTRACT, OR BOTH

It is hereby agreed that **SECTION V - CONDITIONS, 2. Subrogation**, is deleted in its entirety and replaced with the following:

Solely with regard to the specific person/organization and contract listed below the following applies:

2. Subrogation

In the event of any payment under this policy, we will be subrogated to all the **insured's** rights of recovery thereof and the **insured** will execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The **insured** will do nothing to waive or prejudice such rights. Any amounts recovered in excess of our total payment will be paid to the **insured**, less the cost to us of recovery.

However, it is agreed that we waive our rights of subrogation under this policy against clients of the **named insured** to the extent the client's written contract with the **named insured** requires such a waiver of subrogation, but only:

- a. to the extent required by such contract; and
- b. when such contract has been executed prior to any event, work or professional service that would give rise to coverage under this policy.

Person/Organization: SC Port Authority
GeoEngineers, Inc.

Contract Title/Number/Date: N/A

All other terms and conditions of this policy remain unchanged.

By:



Joseph Cellura

Title: President, North American Casualty Division

Date: June 30, 2021

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 06/30/2021 forms a part of

Policy No. WC 16393279

Issued to HARSCO CORPORATION

By AIU INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT. A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Shonnda Smith, Senior Director of Mobile Parks & Recreation

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To approve funding for the Friends of Magnolia

Amount of Contract:

\$246,082.00

Effective Date of Contract:

10/1/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	9/15/2021 - 3:39 PM
Legal	Kern, Chris	Approved	9/15/2021 - 5:27 PM
Mayors Office	Barber, James	Approved	9/16/2021 - 3:04 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

9/23/2021 - 1:06
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmembers Small and Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/23/2021 - 1:08 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER LEVON MANZIE

COUNCILMEMBER JOEL DAVES

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

COUNCILMEMBER LEVON MANZIE IS TRANSFERRING \$1,706.33

COUNCILMEMBER JOEL DAVIS IS TRANSFERRING \$12,147.24

COUNCILMEMBER BESS RICH IS TRANSFERRING \$9,904.84

Funding Source

Project # DSC-02 / 10041020-42200;DSC-05 /
10041020-42080 & DSC-06 / 10041020-42080

Discretionary Funds DSC-02;DSC-05 & DSC-06

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/23/2021 - 3:03 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER LEVON MANZIE

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE CAPITAL PROJECT #C0056 TRAFFIC ENGINEERING STREET TRAFFIC IMPROVEMENTS FOR PROJECT TRAFFIC CALMING DEVICE FOR THE PETITION FOR CHATHAM STREET

Amount of Contract:

\$15,000.00

Funding Source

Project # DSC-02 / 10041020-42200

Discretionary Funds DSC-02

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/23/2021 - 1:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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:9/28/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Levon C. Manzie - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/28/2021

Funding Source

Project # 302 Lexington Avenue - ME-007-21

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/21/2021 - 3:24 PM
City Clerk	Merchant, Mary Ann	Approved	9/23/2021 - 10:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/28/2021

Funding Source

Project # 1479 Navco Road - ME-154-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/21/2021 - 3:21 PM
City Clerk	Merchant, Mary Ann	Approved	9/23/2021 - 3:22 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

9/22/2021 - 3:21
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

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

Amount of Contract:

500.00

Funding Source

Project #

Discretionary Funds

Project String 1100-1100-49320

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Fire Rescue Merchant, Mary Ann	Approved	9/23/2021 - 9:56 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Fred Richardson	5 cases
Council District 2	Levon Manzie	4 cases
Council District 3	C J Small	4 cases
Council District 4	John Williams	2 cases
Council District 5	Joel Daves	1 case
Council District 6	Bess Rich	0 cases
Council District 7	Gina Gregory	6 cases

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien Group 1619

Effective Date of Contract:

9/28/2021

Funding Source

Project # Weed Lien Group 1619

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	9/23/2021 - 10:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Roy B. Hodge, Jr., Interim Chief of Police

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Approve award of special bonus to the Officer of the Month for August 2021 as part of the Mayor's Incentive Program (James Stewart) (sponsored by Mayor Stimpson) (submitted by Interim Chief Roy B. Hodge, MPD).

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Zirlott, Kim	Approved	9/21/2021 - 4:12 PM
Mayors Office	Barber, James	Approved	9/23/2021 - 2:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE COST OF POLICE ESCORT AND A FLORAL WREATH FOR THE ANNUAL MEMORIAL MARCH FOR THE AJROTC PROGRAM WHICH IS SCHEDULED FOR OCTOBER 8, 2021

Amount of Contract:

\$500.00

Funding Source

Project # DSC-03 / 10041020-42080

Discretionary Funds DSC-03

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/22/2021 - 4:45 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C. J. SMALL

Purpose and Scope of Project:

FUND WILL BE USED TO ADDRESS MULTIPLE ISSUES INCLUDING LITTER ABATEMENT, BLIGHT, COMMUNITY ENGAGEMENT, COMMERCE, SAFETY AND BEAUTIFICATION PROJECTS

Amount of Contract:

\$3,500.00

Funding Source

Project # DSC-03 / 10041020-42080

Discretionary Funds DSC-03

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/23/2021 - 11:27 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C. J. SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR AFTER SCHOOL/SUMMER TUTORIAL PROGRAMS AT TAYLOR PARK

Amount of Contract:

\$12,245.47

Funding Source

Project # DSC-03 / 10041020-42080

Discretionary Funds DSC-03

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer

Action

Date

Accounting Daniels, Bettye

Approved

9/23/2021 - 1:39 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

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

9/23/2021 - 2:32 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

9/23/2021 - 4:31
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Frederick D. Richardson, Jr., Council District 1

Purpose and Scope of Project:

Re-allocate \$38,000.00 from Capital Project (CON01) CIP District 1 Contingency Project, to Grant Fund (G-TAPHYLAN) Transportation Alternative Project TAPMB-TA16(947) Old Shell Road Sidewalks from Union to Hyland

Funding Source

Project # Transportation Alternative Project
TAPMB-TA16(947) Old Shell Road Sidewalks from **Discretionary Funds**
Union Ave to Hyland

Project String 50015001.48010

Contract Number:

Budget Amendment **REDUCE** **INCREASE** \$38,000.00

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	9/21/2021 - 12:52 PM
Capital	Rhodes, Brenda	Approved	9/21/2021 - 2:37 PM
Accounting	Daniels, Bettye	Approved	9/23/2021 - 12:20 PM
Legal	Kern, Chris	Approved	9/23/2021 - 12:55 PM
Legal	Kern, Chris	Approved	9/23/2021 - 12:55 PM
Mayors	Barber, James	Approved	9/23/2021 - 2:54

Office

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Frederick D. Richardson, Jr., Council District 1

Purpose and Scope of Project:

Construction of sidewalks along Old Shell Road from Union Avenue to Hyland Avenue

Amount of Contract:

\$280,803.80

Effective Date of Contract:

2/17/2021

Funding Source

Project # Transportation Alternative Project

TAPMB-TA16(947) Old Shell Road Sidewalks from Union Ave to Hyland

Discretionary Funds

Project String 50015001.48010

Contract Number:3159

Budget Amendment REDUCE INCREASE \$37,912.35

Grant Funds \$192,078.40

Matching Funds \$48,019.60

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	9/22/2021 - 10:10 AM
Accounting	Daniels, Bettye	Approved	9/22/2021 - 2:17 PM
Legal	Kern, Chris	Approved	9/23/2021 - 1:01 PM

Legal	Kern, Chris	Approved	9/23/2021 - 1:01 PM
Mayors Office	Barber, James	Approved	9/23/2021 - 2:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011597-00 FY 2021 Acct No: 6080.70.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 BWILHELM@MOBILECONVENTIONS.COM Delivery Reference BRANDT WILHELM Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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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
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General Notes

006	PER SOURCEWELL CONTRACT #081419-CDW AND YOUR QUOTE #MJHR167. ITEM: LG 65UL3G B UL3G Series 65 LED backlit LCD display 4K Supplier Part No: 6227551 Manufacturer Part No: 65UL3G-B Manufacturer Name: LG Commercial Signage Supplier Quote No: 37171 NIGP: UNSPSC: 43211902	8.00 EACH	1248.45000	9987.60
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1	6080.70.00.0000.0000.0000.0000.44020.			9987.60
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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 75 LED backlit LCD display 4K Supplier Part No: 6227549	1.00 EACH	2042.11000	2042.11
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011597-00 FY 2021 Acct No: 6080.70.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 BWILHELM@MOBILECONVENTIONS.COM Delivery Reference BRANDT WILHELM Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/21	1272932				CONVENTION CENTER

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011597-00 FY 2021 Acct No: 6080.70.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 BWILHELM@MOBILECONVENTIONS.COM Delivery Reference BRANDT WILHELM Deliver To CONVENTION CENTER 1 SOUTH WATER 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
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference BRANDT WILHELM Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
009	ITEM: Tripp Lite Display TV LCD Monitor Wall Mount Tilt for 45 85 Flat Screens Supplier Part No: 3621683 Manufacturer Part No: DWT4585X Manufacturer Name: Tripp Lite Supplier Quote No: 37171 NIGP: UNSPSC: 43000000	9.00 EACH	75.03000	675.27
1	6080.70.00.0000.0000.0000.0000.44020.			675.27
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference BRANDT WILHELM			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011597-00 FY 2021 Acct No: 6080.70.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 BWILHELM@MOBILECONVENTIONS.COM Delivery Reference BRANDT WILHELM Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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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
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			

010	ITEM: LG 86UL3G B UL3G Series 86 LED backlit LCD display 4K Supplier Part No: 6227546 Manufacturer Part No: 86UL3G-B Manufacturer Name: LG Commercial Signage Supplier Quote No: 37171 NIGP: UNSPSC: 43211902	3.00 EACH	3721.86000	11165.58
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1	6080.70.00.0000.0000.0000.0000.44020.	11165.58
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Ship To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 BRANDT WILHELM

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total

24497.20

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

Page 5

Vendor
 CDW GOVERNMENT LLC
 230 N MILWAUKEE AVE

Ship To
 CONVENTION CENTER
 1 SOUTH WATER

VERNON HILLS, IL 60061

MOBILE, AL 36602
 BWILHELM@MOBILECONVENTIONS.COM

Tel#877-501-2756
 Fax 312-705-0431

Delivery Reference
 BRANDT WILHELM

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER

MOBILE, AL 36602

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

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

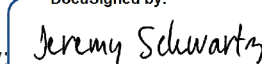
"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and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

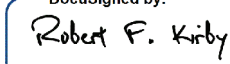
Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall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

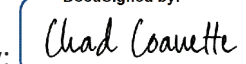
Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) 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 Coauette
Title: Executive Director/CEO
Date: 11/8/2019 | 3:33 PM CST

Category		Brands	CDW-G Contract 081419 CDW Discounts 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, 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.

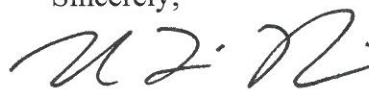
Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory 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:9/28/2021

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 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:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012912-00 FY 2021 Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010. Review: Buyer: 910514396 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
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General Notes

001 AS PER MY BID 5611 AND YOUR QUOTE REMOTE OPERATIONS EQUIP/DOGO ANTI-TERROR & CRIME ROBOT, ULTRA LIGHT, PART#CS-DOGO *GLOCK 19 TO INCLUDE FREIGHT AND ALABAMA REGISTRATION FEES Vendor Item	1.00 EACH	98841.00000	98841.00
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1 1000.30.15.1530.1534.1530.0000.0000.47010.	98841.00
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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 EACH	1500.00000	3000.00
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Additional Description Notes

DOGO TRAINING PACKAGE
 1-DAY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012912-00 FY 2021 Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 2
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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 TRANING PACKAGE 1 DAY Vendor Item Inventory Item/Loc 12251			

1	1000.30.15.1530.1534.1530.0000.0000.47010.			3000.00
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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
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***** 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

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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
4th 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 1-10	ROBOTS REMOTE OPERATIONS EQUIP/DOGO ANTI-TERROR & CRIME ROBOT, ULTRA LIGHT, GLOCK 19 PART#CS-DOGO or Equal Must integrate with standard 9mm glock 19 Must be 11 less than 11 kg Must have 2 way audio communication Must have Auto motion detection Must be able to climb stairs Must be able to operate at least 2 hours Must have at least 8 video camera Must be GPS Capable Must be "Point and Shoot" Capable TRAINING FOR ABOVE ROBOT Make _____ Model _____ 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.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			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
Page 5 of 5 If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. TO BE AWARDED ON PER ITEM BASIS.						
			TOTAL			

TOTAL

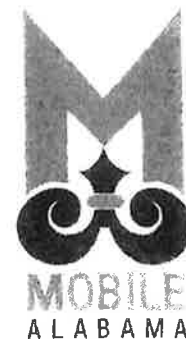
RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

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:9/28/2021

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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007069-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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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
001 GRADER, MOTOR COMPACT, DIESEL POWWRED, 11 FOOT BLADE, FRONT DOZER BLADE, CLOSED CAB WITH AIR CONDITIONING AND HEAT, ROPS BUILT INTO CAB. VENDOER TO PROVIDE 1 DAY OF TRAINING IN USE OF AND MAINTENANCE OF THE MOTOR GRADER. VENDOR TO PROVIDE A LEEBOY MODEL 695B MOTOR GRADER. PRICING AS PER SOURCEWELL CONTRACT #052417-VTL	1.00 EACH	186000.00000	186000.00

Additional Description Notes

 2016 NORMAN 65ET MOTOR GRADER WITH NOT MORE THAN 2200 OPERATING HOURS AND A 1YR/1000HR POWERTRAIN WARRANTY. REQUESTED BY PUBLIC SERVICES.

1 7000.40.20.0000.0000.2070.0000.0000.47120. 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 ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007069-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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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 Link			
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

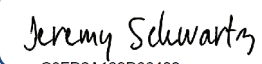
VT LeeBoy, Inc.
500 Lincoln County Parkway Ext.
Lincolnton, NC 28092

And

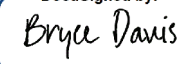
Sourcwell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

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

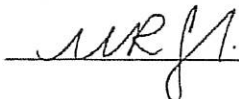
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: VT LeeBoy, Inc.

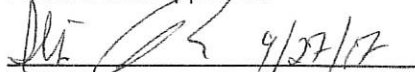
Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make 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:  Date: 5/18/17

NJPA's clarification on exceptions listed above:

Review and Approved:


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: _____

MRJ. 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.)

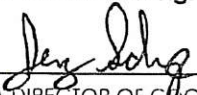
NJPA Contract #: 052417-VTL

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.

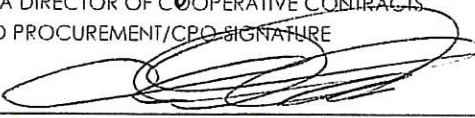
The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be 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:9/28/2021

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 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:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

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

Adopted:

City Clerk

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

Vendor STOPSTICK LTD 365 INDUSTRIAL DRIVE HARRISON, OH 45030 Tel#513-202-5500 Fax 513-202-0240	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
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 Additional Description Notes	60.00 EACH	434.91000	26094.60

9' STOP STICK RACK KIT
 BLACK STICK/BLACK SLEEVE
 PART# S3012K
 Vendor Item
 Inventory Item/Loc 13591

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 EACH	0.00000	0.00
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Vendor Item
 Inventory Item/Loc 14009

1	1000.30.15.1530.1530.1530.0000.0000.44020.	.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010970-00 FY 2021 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910514396 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:9/28/2021

Submitted by:

Shayla Beaco

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

We respectfully request that the sum of \$100,000.00 be transferred from the General Fund, Inspection Services Department, \$75,000 be transferred from the General Fund, ROW and Land Disturbance Department, and \$75,000 be transferred from the General Fund, Permitting Department to the Capital Project Fund C0395 (20002000.42200) to be used for professional and technical support for the execution of long-range planning initiatives.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	9/23/2021 - 11:54 AM
Capital	Hollins, Tiffany	Rejected	9/23/2021 - 11:18 AM
Build Mobile	Beaco, Shayla	Approved	9/23/2021 - 12:33 PM
Capital	Hollins, Tiffany	Approved	9/23/2021 - 1:10 PM
Mayors Office	Barber, James	Approved	9/23/2021 - 2:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

Shayla Beaco

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize the transfer of funds in the amount of \$40,000.00 from the General Fund, Build Mobile Executive Department and \$5,000.00 from the General Fund, Permitting Department to the Capital Project Fund C0395 (20002000.42200) to be used for professional and technical support for the execution of long-range planning initiatives and for the upcoming Codes Updates.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	9/23/2021 - 11:53 AM
Capital	Hollins, Tiffany	Rejected	9/23/2021 - 11:19 AM
Build Mobile	Beaco, Shayla	Approved	9/23/2021 - 12:33 PM
Capital	Hollins, Tiffany	Approved	9/23/2021 - 1:13 PM
Mayors Office	Barber, James	Approved	9/23/2021 - 2:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

REALLOCATED FROM GENERAL FUND PROJECT DSC-06 (FUND 1000) DISCRETIONARY FUNDS TO CAPITAL PROJECT #E0043 TRAFFIC ENGINEERING STREET TRAFFIC IMPROVEMENTS IN THE CAPITAL IMPROVEMENT FUND (FUND 2000). THESE FUNDS WILL BE USED FOR UPGRADING STREET SIGN IN THE HUFFMAN ESTATES SUBDIVISION (THE BESS RICH WAY)

Amount of Contract:

\$1,837.50

Funding Source

Project # DSC-06

Discretionary Funds DSC-06

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer

Action

Date

Accounting Daniels, Bettye

Approved

9/22/2021 - 4:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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
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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:9/28/2021

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

Budget Amendment	REDUCE N/A	INCREASE N/A
Grant Funds \$400,000	Matching Funds \$100,000	

ATTACHMENTS:

Description	Type	Upload Date
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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:9/28/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To accept street maintenance for Sportsplex Drive

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/23/2021 - 11:33 AM
Legal	Kern, Chris	Approved	9/23/2021 - 12:54 PM
Mayors Office	Barber, James	Approved	9/23/2021 - 2:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

Sponsored by:

Mayor Stimpson

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

9/27/2021 - 3:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

9/23/2021 - 2:17
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/28/2021

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

9/23/2021 - 3:26
PM