



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, September 21, 2021, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

September 14, 2021

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Octavia Frazier, 2418 St. Stephens Road, for a waiver of the Noise Ordinance on October 30, 2021, from 3:00-10:00 p.m. (District 1)

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

Regina Alexander

Irene Antone

11. **ORDINANCES HELD OVER**

64-026 Ordinance to amend and restate Chapter 64 of the City Code- Zoning (sponsored by Mayor Stimpson).

64-032 Rezone property located at 2820 Springhill Avenue (north side of Springhill Avenue, extending from Burton Avenue to Hosfelt Lane) from B-2 and B-3 to B-3 (District 1).

02-033 Adopt the City of Mobile Organizational Chart (sponsored by Mayor Stimpson).

12. RESOLUTIONS HELD OVER

08-749 Approve purchase order to Delta Designs Ltd for 33 custom shelving units for Mobile Museum of Art, \$27,511.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-750 Approve purchase order to Communications International Inc. for 196 portable radios, \$256,816.72 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-751 Approve purchase order to Ferno Washington Inc. for two ambulance stretchers, \$45,466.56 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-752 Approve purchase order to J&A Contracting for 43 concrete pads for traffic signal emergency generators, \$29,885.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-753 Approve purchase order to BC Fabrication for 55 aluminum boxes for traffic signal emergency generators, \$23,375.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-754 Approve purchase order to Truck Equipment Sales Inc. for dump truck chassis with landscape body for Parks Maintenance, \$61,375.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-755 Approve purchase order to Coblenz Equipment & Parts Co. Inc. for 30 foot boom slope mower for the Motor Pool, \$193,620.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-756 Approve purchase order to Sansom Equipment Co. Inc. for garbage truck for Parks Maintenance, \$149,913.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-757 Approve purchase order to Vulcan Inc. for 1000 stock aluminum street signs and brackets, \$30,123.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-758 Approve purchase order to Emergency Equipment Professional, Inc., for Demers Crestline ambulance with GM chassis for Fire Administration, \$170,223.42 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-759 Approve purchase Order to Emergency Equipment Professional, Inc. for Demers Crestline Ambulance with Ford chassis for Fire Administration, \$180,536.47 (sponsored by Mayor Stimpson) (submitted by John Paine,

Purchasing Department).

09-760 Authorize the transfer of funds from Historic Development's Operating Budget to their grant fund for grant match, \$10,761.74 (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

21-761 Authorize contract with J Payne Organization LLC for roof insulation improvements - Taylor Park Community Center; \$119,320.00 (CO538, 20002000-48010) (sponsored by Mayor Stimpson & Councilperson Small) (submitted by Michelle Melton, Real Estate Asset Management Dept.)

21-762 Authorize contract with Isaiah Engineering Inc. for mechanical upgrades at the Arthur R. Outlaw Convention Center; \$91,840.00 (CO579, 20002000-42200) (sponsored by Mayor Stimpson & Councilperson Manzie) (submitted by Michelle Melton, Real Estate Asset Management Dept.).

21-763 Authorize contract with E. Cornell Malone Corporation for Gymnasium Roof Re-Covering - Azalea Road Complex; \$97,134.00 (CO550 - 2021 CIP ID#2021-P-031 D4, 20002000-48010) (sponsored by Mayor Stimpson & Councilperson Williams) (submitted by Michelle Melton, Real Estate Asset Management Dept.).

21-764 Authorize contract with Chris Brewer Contracting, Inc., for Woodlawn Apartments - Asbestos Abatement and Demolition - 1050 Dauphin Island Parkway (sponsored by Mayor Stimpson & Councilmember Small) (submitted by Gary Jackson, Municipal Enforcement).

21-765 Authorize contract with Emerald Coast Utilities Authority for processing of recyclables (sponsored by Mayor Stimpson) (submitted by John Peavy, Public Services).

25-766 Accept permanent sidewalk easement at Unity Park for use in Broad Street Redevelopment Project to create ADA sidewalks (sponsored by Mayor Stimpson) (submitted by Jennifer Greene & Carleen Stout-Clark).

31-767 Update the American Rescue Plan for utility and rental assistance (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

35-768 Recommend the lease of a portion of city owned property at 200 Government Street for the USA Center of Intermodal Transportation and Logistics (sponsored by Mayor Stimpson) (submitted by Michelle Melton, REAM).

47-769 Vacate two public streets known as Osprey Lane and Egret Crossing (sponsored by Councilmember Small & Mayor Stimpson).

60-770 Authorize MPD's participation in the FY 2022 Community Traffic Safety Program (CTSP) (sponsored by Mayor Stimpson) (submitted by Roy

Hodge, MPD).

01-771 Authorize purchase agreement with Northeast Consortium for Engineering Education for two parcels along Three Mile Creek for the Three Mile Creek Greenway Trail, \$206,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene & Carleen Stout-Clark).

13. CONSENT RESOLUTIONS BEING INTRODUCED

03-774 Extend the dissolution of the Animal Shelter Citizens' Advisory Committee to December 1, 2021 (sponsored by Councilmember Small & Richardson).

37-775 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) license for Your Thing Grocery Store, 1729 Katye Street (sponsored by Councilmember Richardson).

58-776 Authorize removal of weeds, Group #1617.

58-777 Assess cost for removal of weeds, Repeat Weed Lien 40

58-778 Assess cost for removal of weeds, Repeat Weed Lien Group 49

60-779 Approve award of special bonus to employees in the Aquatics Program in the Parks & Recreation Department (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, MPRD).

60-780 Determine an appropriation to the Blessing Angels Gifting Tree serves a public purpose and approve payment, \$2,500.00 (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Department).

60-781 Determine an appropriation to Windmill Place Homeowners Association serves a public purpose and approve payment, \$2,000.00 (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting Department).

60-782 Determine an appropriation to the Toulminville Crichton Community Development Corporation serves a public purpose and approve payment, \$10,000.00 (sponsored by Councilmember Richardson) (submitted by Rebecca Christian, Accounting Department).

60-783 Determine an appropriation to the Hillsdale Heights Home Owners Association serves a public purpose and approve payment, \$226.75 (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Department).

60-784 Determine an appropriation to The Explore Center, Inc., dba The Bragg-Mitchell Mansion serves a public purpose and approve payment, \$1,000.00 (sponsored by Councilmember Richardson) (submitted by Rebecca Christian,

Accounting Department).

60-785 Determine an appropriation to Booker T. Washington Middle School serves a public purpose and approve payment, \$1,500.00 (sponsored by Councilmember Richardson) (submitted by Rebecca Christian, Accounting Department).

60-786 Determine an appropriation to Theodore High School serves a public purpose and approve payment, \$2,146.33 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).

60-787 Determine an appropriation to Scarborough Model Middle School serves a public purpose and approve payment, \$2,000.00 (sponsored by Councilmember Richardson) (submitted by Rebecca Christian, Accounting Department).

14. CIP RESOLUTIONS BEING INTRODUCED

21-788 Authorize contract with Neel-Schaffer, Inc., for Trinity Gardens Area - 2018 Street and Drainage Improvements CEI (Greenback Dr.); COM Project No. 2018-3005-16C (D#1); \$36,700.00 (sponsored by Mayor Stimpson and Councilmember Richardson), (submitted by Nick Amberger, Engineering Department)

15. RESOLUTIONS BEING INTRODUCED

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).

16. CALL FOR PUBLIC HEARINGS

41-800 Call for public hearing to consider an ordinance to amend and restate Chapter 64 - Zoning" of the Mobile City Code (scheduled for October 19, 2021).

41-801 Call for public hearing to rezone property located at 1490 Telegraph Road from R-1 to I-2 (scheduled for October 19, 2021 (District 2).

41-802 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Corey Brown, d/b/a Letz Ride Taxi Service (scheduled for October 6, 2021).

17. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

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

9/16/2021 -
10:11 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/16/2021 - 2:56
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/16/2021 - 3:33
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

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

9/17/2021 - 9:17
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

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

5/13/2021 - 3:26
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

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 - 2:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

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

9/9/2021 - 3:48
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Delta Designs Ltd for custom shelving for the Art Museum.

General fund.

Amount of Contract:

\$27,511.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210907 Delta Agenda Package POs	Cover Memo	9/7/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:47 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>11727</u>	2021	(0560) MOBILE MUSEUM OF ART	33 CUSTOM SHELVING UNITS FOR ART MUSEUM (SEALED BID 5610)	\$27,511.00	<u>(297183) DELTA DESIGNS LTD</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011727-00 FY 2021 Acct No: 1000.50.25.0560.0560.2500.0000.0000.47010. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor DELTA DESIGNS L TD 1535 NW 25TH ST TOPEKA, KS 66618 Tel#785-234-2244 Fax 785-233-1021	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/21	297183				MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID #5610 AND QUOTE BY PETER DOUCETTE. SHELIVING UNIT, CUSTOM, 36"W X 96"H X 24"D, PARTS MUST MATCH EXISTING DELTA SHELIVING SYSTEM, EACH UNIT CONSISTS OF: (4) "L" SHAPED VERTICAL UPRIGHTS, (1) BOTTOM BASE SHELF, (1) TOP SHELF WITH BRACE, (4) MID-SHELVES WITH BRACE, (1) X-SHAPED SWAY BRACE.	13.00 EACH	1057.00000	13741.00
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Additional Description Notes

SEE ATTACHED PDF 2021-07-16 COMBINED UPDATED SHELIVING INFORMATION FOR IMAGES, METAL GAUGES AND MORE DETAILED DESCRIPTIONS.
Vendor Item

1	1000.50.25.0560.0560.2500.0000.0000.47010.	13741.00
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Ship To
 MUSEUM OF ART
 4850 MUSEUM DRIVE
 MOBILE, AL 36608
 Delivery Reference
 LOUIS POPE

Deliver To
 MUSEUM OF ART
 4850 MUSEUM DRIVE
 MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011727-00 FY 2021 Acct No: 1000.50.25.0560.0560.2500.0000.0000.47010. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor DELTA DESIGNS L TD 1535 NW 25TH ST TOPEKA, KS 66618 Tel#785-234-2244 Fax 785-233-1021	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/21	1297183				MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
002	SHELIVING UNIT, CUSTOM, FINISHED END PANELS, 96"H X 24"D, 18 GAUGE METAL, WITH 22-GAUGE SUPPORT BRACE, PARTS MUST MATCH EXISTING DELTA SHELIVING SYSTEM. Additional Description Notes ----- SEE ATTACHED PDF 2021-07-16 COMBINED UPDATED SHELIVING INFORMATION FOR IMAGES, METAL GAUGES AND MORE DETAILED DESCRIPTIONS. Vendor Item	5.00 EACH	264.00000	1320.00
1	1000.50.25.0560.0560.2500.0000.0000.47010.			1320.00
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608			
003	SHELIVING UNIT, CUSTOM, 36"W X 84"H X 24"D, PARTS MUST MATCH EXISTING DELTA SHELIVING SYSTEM, SHELIVING	11.00 EACH	1038.00000	11418.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011727-00 FY 2021 Acct No: 1000.50.25.0560.0560.2500.0000.0000.47010. Review: Buyer: 9105neej Status: Approved	Page 3
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Vendor DELTA DESIGNS L TD 1535 NW 25TH ST TOPEKA, KS 66618 Tel#785-234-2244 Fax 785-233-1021	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/21	1297183				MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
1	UNIT CONSISTS OF:(4) "L" SHAPED VERTICAL UPRIGHTS, (1) BOTTOM BASE SHELF, (1) TOP SHELF WITH BRACE, (4) MID-SHELVES WITH BRACE, (1) X-SHAPED SWAY BRACE. Additional Description Notes ----- SEE ATTACHED PDF 2021-07-16 COMBINED UPDATED SHELVING INFORMATION FOR IMAGES, METAL GAUGES AND MORE DETAILED DESCRIPTIONS. Vendor Item			11418.00
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608			
004	SHELIVING UNIT, CUSTOM, FINISHED END PANELS, 84"H X 24"D, 18 GAUGE METAL, WITH 22-GAUGE SUPPORT BRACE, PARTS MUST MATCH EXISTING DELTA SHELIVING SYSTEM,	4.00 EACH	258.00000	1032.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011727-00 FY 2021 Acct No: 1000.50.25.0560.0560.2500.0000.0000.47010. Review: Buyer: 9105neej Status: Approved	Page 4
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Vendor DELTA DESIGNS L TD 1535 NW 25TH ST TOPEKA, KS 66618 Tel#785-234-2244 Fax 785-233-1021	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/21	1297183				MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			
	SEE ATTACHED PDF 2021-07-16 COMBINED UPDATED SHELVING INFORMATION FOR IMAGES, METAL GAUGES AND MORE DETAILED DESCRIPTIONS. Vendor Item			

1	1000.50.25.0560.0560.2500.0000.0000.47010.			1032.00
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Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
LOUIS POPE

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	27511.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.50.25.0560.0560.2500.0000.0000.47010.	27511.00	120755.89
MOBILE MUSEUM OF ART EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011727-00 FY 2021 Acct No: 1000.50.25.0560.0560.2500.0000.0000.47010. Review: Buyer: 9105neej Status: Approved
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Page 5

Vendor
 DELTA DESIGNS L TD
 1535 NW 25TH ST

 TOPEKA, KS 66618

 Tel#785-234-2244
 Fax 785-233-1021

Ship To
 MUSEUM OF ART
 4850 MUSEUM DRIVE

 MOBILE, AL 36608
 MARCY.MCKEE@CITYOFMOBILE.ORG

 Delivery Reference
 LOUIS POPE

 Deliver To
 MUSEUM OF ART
 4850 MUSEUM DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/21	297183				MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	CCancelled09/03/21 JAMES NEESE JR		GL Allocation,	GL Allocation c
	CCancelled09/03/21 JAMES NEESE JR		Requisition item removed	chang
	Approved 05/27/21 DEBORAH VELDER		Auto approved by:	910516420
	Approved 05/27/21 LIANNE KENNEY		Auto approved by:	910516420
	Approved 05/27/21 MATTHEW ANDERSON		Auto approved by:	910516420
	Approved 06/15/21 DEBORAH VELDER		Auto approved by:	910516420
	Approved 06/15/21 LIANNE KENNEY		Auto approved by:	910516420
	Approved 06/15/21 MATTHEW ANDERSON		Auto approved by:	910516420
	Approved 07/16/21 DEBORAH VELDER		Auto approved by:	910516420
	Approved 07/16/21 LIANNE KENNEY		Auto approved by:	910516420
	Approved 07/16/21 MATTHEW ANDERSON		Auto approved by:	910516420
	Approved 09/03/21 DEBORAH VELDER		Auto approved by:	910516420
	Approved 09/03/21 LIANNE KENNEY		Auto approved by:	910516420
	Approved 09/03/21 MATTHEW ANDERSON		Auto approved by:	910516420
	Forward 05/27/21 JOHN PAINE			
	Rejected 06/07/21 JAMES NEESE JR		SPOKE TO LOUIS ABOUT NEEDED IN	
	Forward 06/15/21 JOHN PAINE			
	Rejected 07/12/21 DONNA MICHELE STANLEY		Rejected by: 9105neej	SEE REJE
	Forward 07/16/21 JOHN PAINE			
	Approved 09/03/21 DONNA MICHELE STANLEY		Approved by: 9105neej	
	Approved 09/03/21 DONALD ROSE		Auto approved by:	910514396
	Approved 09/03/21 SANDRA LEWIS		Auto approved by:	910514396
	Approved 09/03/21 JOHN PAINE		Auto approved by:	910514396

Authorized By: _____ Date: _____
 Signature

BID # 5610 - SHELVING

OPEN: 11:AM FRIDAY SEPT 3, 2021

REQ # 11727

	DELTA DESIGNS LTD	TOOL SMITH CO							
1. SHELVING UNIT 36 x 96 x 24 13 EA.	\$1057.00	NO BID							
2. END PANEL 96 x 24 5 EA.	\$264.00	NO BID							
3. SHELVING UNIT 36 x 84 x 24 11 EA.	\$1038.00	NO BID							
4. END PANEL 84 x 24	\$258.00	NO BID							
TOTAL	\$27,511.00	NO BID							



CITY OF MOBILE

PURCHASING DEPARTMENT

BID NOTICE

**THE CITY OF MOBILE HAS ISSUED BID #5610:
SHELVING.**

TO VIEW BID, GO TO: cityofmobile.org/bids

SELECT: BID #5610

BID RESPONSE IS DUE BY 11:AM FRIDAY, 09/03/2021

BIDS MUST BE RETURNED IN SEALED ENVELOPE.

**WRITE THE BID NUMBER, YOUR COMPANY NAME,
DATE AND TIME ON OUTSIDE OF ENVELOPE.**

DO NOT EMAIL OR FAX THIS BID BACK.

BID SHEET

This is Not an Order

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

TOTAL

24

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.

Page _____ of _____

26

13 EACH SHELVING UNIT, CUSTOM, 36"W X 96"H X 24"D, PARTS MUST MATCH EXISTING DELTA SHELVING SYSTEM, EACH UNIT CONSISTS OF: (4) "L" SHAPED VERTICAL UPRIGHTS, (1) BOTTOM BASE SHELF, (1) TOP SHELF WITH BRACE, (4) MID-SHELVES WITH BRACE, (1) X-SHAPED SWAY BRACE.

EACH PRICE _____ TOTAL _____

5 EACH SHELVING UNIT, CUSTOM, FINISHED END PANELS, 96"H X 24"D, 18 GAUGE METAL, WITH 22-GAUGE SUPPORT BRACE, PARTS MUST MATCH EXISTING DELTA SHELVING SYSTEM

EACH PRICE _____ TOTAL _____

11 EACH SHELVING UNIT, CUSTOM, 36"W X 84"H X 24"D, PARTS MUST MATCH EXISTING DELTA SHELVING SYSTEM, SHELVING UNIT CONSISTS OF:(4) "L" SHAPED VERTICAL UPRIGHTS, (1) BOTTOM BASE SHELF, (1) TOP SHELF WITH BRACE, (4) MID-SHELVES WITH BRACE, (1) X-SHAPED SWAY BRACE.

EACH PRICE _____ TOTAL _____

4 EACH HELVING UNIT, CUSTOM, FINISHED END PANELS, 84"H X 24"D, 18 GAUGE METAL, WITH 22-GAUGE SUPPORT BRACE, PARTS MUST MATCH EXISTING DELTA SHELVING SYSTEM

EACH PRICE _____ TOTAL _____

11727

SPECIFICATIONS FOR CUSTOM 4 POST SHELVING

GENERAL INFORMATION (for images and descriptions of the parts listed below see **Attachment A**)

Product Description: 4Post shelving offers exceptional strength and durability for a variety of storage applications. 4Post shelving incorporates "L" shaped uprights allowing for a variety of shelving configurations. Uprights combined with a bottom base shelf, a top shelf, mid-shelves (all with built in shelf brace supports) and cross sway braces are designed to offer maximum strength and durability with exceptional versatility. The shelf units are assembled with the use of nuts and bolts, and can be configured for both single entry (unit against a wall) and double entry (back to back shelf units) allowing for maximum storage capacity with minimal floor intrusion. All shelf units are designed for expansion. Since the new shelves would be custom fabricated to match the older existing shelves, part interchangeability is an important and required option.

Each 4Post shelving unit will have one (1) bottom base shelf, one (1) top shelf and four (4) mid-shelves. This makes a 4Post shelving unit with five (5) storage openings. The shelves will have a minimum weight capacity of 300 lbs. Each 4Post shelving unit must have sway braces. Where appropriate, finished end panels will be at the end of shelving rows. Bottom base shelf to have four (4) sides that are 4" high from the ground. Unit needs to have four (4) bottom access panels (one in each corner) in the bottom base shelf to ensure units can be anchored side by side.

SPECIFICATIONS

"L" Shaped Vertical Uprights: 1-1/2" wide x 3" deep and formed from 14 gauge metal. The vertical uprights have holes at 1" increments for the insertion of bolts. The vertical upright height is customizable to suit a particular storage location. Each Shelf Unit has four uprights.

Bottom Base Shelves: Formed of 16 gauge metal with four sides at a height of 4" up from the floor. The Bottom Base Shelf measures 36" wide x 24" deep and has four access plate panels (one at each corner). The access plate panels each measure 9-1/2" wide x 5-1/2" deep and are secured to the Bottom Base Shelf with four screws. The Bottom Base Shelf has a 4" high support brace that runs underneath the shelf the full 36" width. The support brace does set in direct contact with the floor. The access panels allow the units to be anchored side by side with nuts and bolts.

Top Shelf: Formed of 18 gauge cold rolled steel with a 2" flange on all sides and measures 36" wide x 24" deep. The top shelf has a 1-3/4" high x 36" wide x 3-7/8" deep support brace that is formed from 22 gauge metal. The brace has cut out triangle shapes that have 1" centers from each other.

Mid-Shelves: Formed of 18 gauge cold rolled steel with a 1" flange on all sides and measures 36" wide x 24" deep. The mid-shelves have a 3/4" high x 36" wide x 3-7/8" deep support brace that is formed from 22 gauge metal. The brace has cut out circle shapes that have 1-1/2" centers from each other.

Cross Sway Braces: Formed of 16 gauge metal and have a width of 1-1/4". The x-shaped Cross Sway Braces run from the top to the bottom of each shelf unit. They are secured to the vertical uprights with nuts and bolts.

End Panel (used at the ends of shelving rows): Formed of 18 gauge metal with a 1" flange on all sides and with a width that matches the depth of the shelves (24"). The End Panels have a 3/4" high x 36" wide x 3-7/8" deep support brace that is formed from 22 gauge metal and runs the height of the End Panel. The brace has cut out circle shapes that have 1-1/2" centers from each other. The height of the End Panel depends on the height of the shelving unit.

Finish

All steel parts are thoroughly cleaned using a three-stage iron phosphate washer and then coated with an Epoxy-Hybrid powder coat finish using a state-of-the-art electrostatic paint system. Powder coating provides a superior, attractive, uniform finish that is more durable, scratch and corrosion resistant, and environmentally friendly than liquid paint. The paint color will be a light gray.

Guarantee

Any and all defects in design, materials or workmanship that may occur within five years of the date of completion shall be remedied by contractor at no expense to owner.

OVERALL DESCRIPTION OF THE DELTA SHELVING UNIT

Custom made 4Post Delta shelving unit that is in the Mobile Museum of Art Collection Storage Area.

It consists of:

- 4 "L" shaped vertical uprights (see images #4 - #6, page 2)
- 1 bottom base shelf (see images #7 - #14, pages 2 - 3)
- 1 top shelf with brace (see images #15 - #18, pages 3 - 4)
- 4 mid-shelves with brace (see images #19 - #21, page 4)
- 1 X-shaped sway brace (see image #22, page 5)

If a shelving unit is at the end of a row, it will have an end panel (see images #1 - #3, page 1 and images #23 - #25, page 5).

Parts secured together with bolts and nuts.

This makes a shelving unit with 5 storage openings.

The metal has a light gray powder baked enamel finish.

Each bottom base shelf, top shelf and mid-shelf is 36" wide x 24" deep.

Minimum weight capacity per shelf is 300 lbs.

The height of the vertical uprights will depend on the height restriction of the area where the shelf unit will be located.



Image #1 – one custom Delta 4Post Shelf Unit with bottom base shelf, top shelf, 4 mid-shelves and x-shaped cross base. The unit pictured here has an End Panel in place, since it is at the end of a row.



Image #2



Image #3

During installation, position the Delta 4Post Shelving Unit next to additional Shelving Units to create rows of storage. Each shelving unit is open to the next unit. Place End Panels only at the end of a row (as shown in Image #1 - #3). Because of this shelving design, the 4Post custom Delta Shelf Unit is very configurable to various storage layout options. It also has the advantage that parts are interchangeable between newer and older shelving units. Shelf unit heights can be custom made by Delta fabricating the vertical uprights.

"L" SHAPED VERTICAL UPRIGHTS (14 GAUGE) - DETAILS

Image #4



Image #5



Image #6

The upright verticals are 1.5" wide x 3" deep and are 14-gauge metal. The vertical uprights have holes cut out at 1" increments for the insertion of bolts.

Image #4 shows a mid-shelf secured at one of its corners with a bolt and nut.

The vertical upright height depends on units' location.

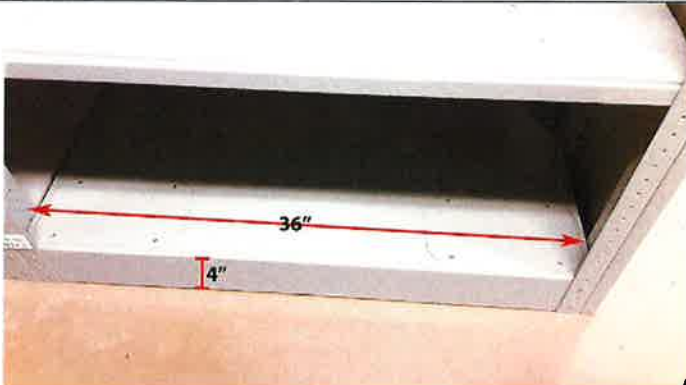
BOTTOM BASE SHELF (16 GAUGE) - DETAILS

Image #7 – two front access panels on bottom base shelf

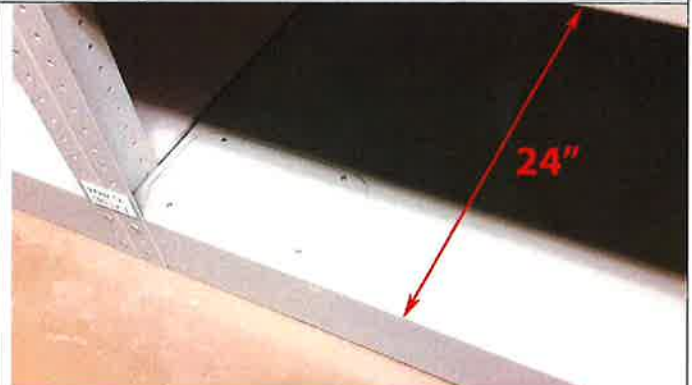


Image #8 – left front access panel



Image #9 – right back access panel



Image #10 – left back access panel

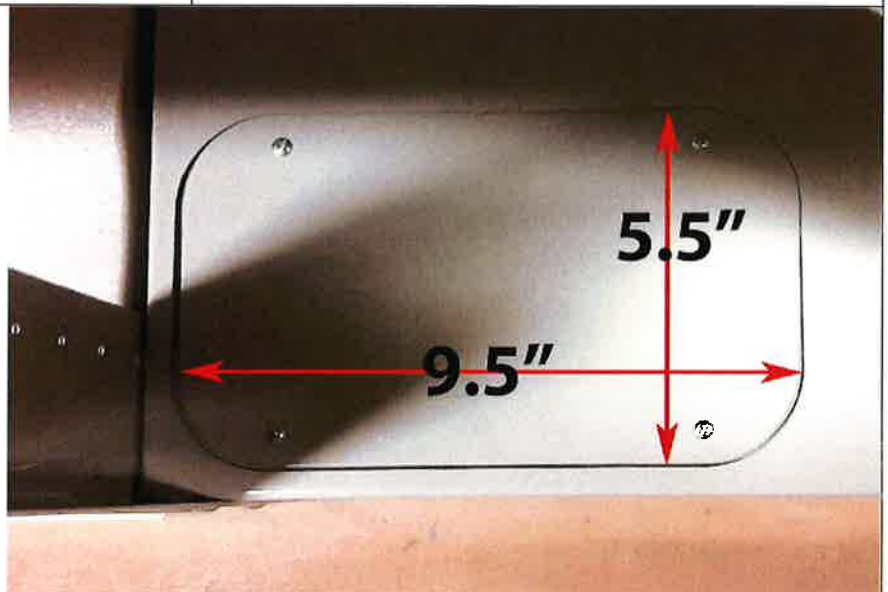
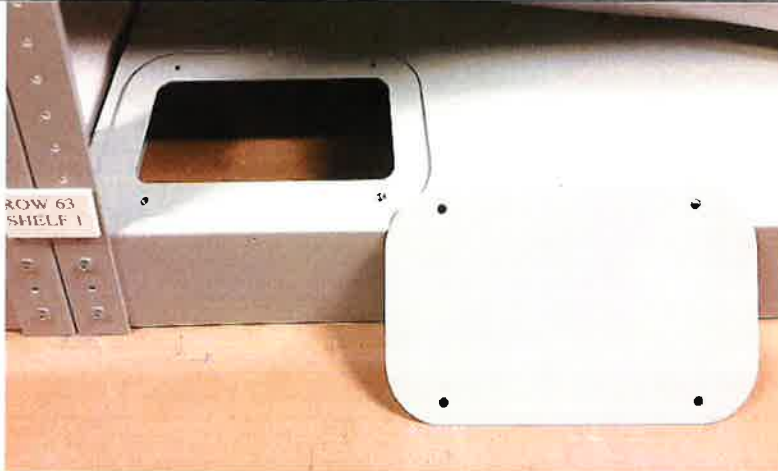


Image #11 – close up of bottom base shelf access panel

BOTTOM BASE SHELF (16 GAUGE) – DETAILS - continued**Image #12** – bottom base shelf access panel removed**Image #14** – bolts and nuts securing the bottom base shelf to the vertical upright.**Image #13** – 4" high x 36" wide support brace running underneath the bottom base shelf

The bottom base shelf is 4" high from the floor, has four access panels (one in each corner) and is 16-gauge metal. It measures 36" wide and is 24" deep. The access panels are secured with four screws and measure 9 ½" wide and 5 ½" deep. There is a 4" high x 36" wide support brace underneath the bottom base shelf sitting on the floor.

TOP SHELF (18 GAUGE) – DETAILS**Image #15**

The top shelf, formed from 18-gauge metal, is 2" high on all four sides and measures 36" wide x 24" deep. The top shelf has a 1 ¾" H x 36" W x 3-7/8" D brace underneath that is 22 gauge. Triangle shapes are cut out of the metal at 1" centers.

TOP SHELF (18 GAUGE) – DETAILS - continued

Image #16 - The top shelf front is 2" high



Image #17 - The support brace on the top shelf is 1 $\frac{3}{4}$ " high and is 3 $\frac{7}{8}$ " deep



Image #18 - The support brace is 36" wide and has triangle shapes at 1" centers

MID-SHELF (18 GAUGE) – DETAILS

Image #19 - Mid-shelves are 36" wide x 24" deep and are 1" high on all four sides. The mid-shelves are 18-gauge metal.



Image #20 - Underside view of mid-shelf with 36" wide brace

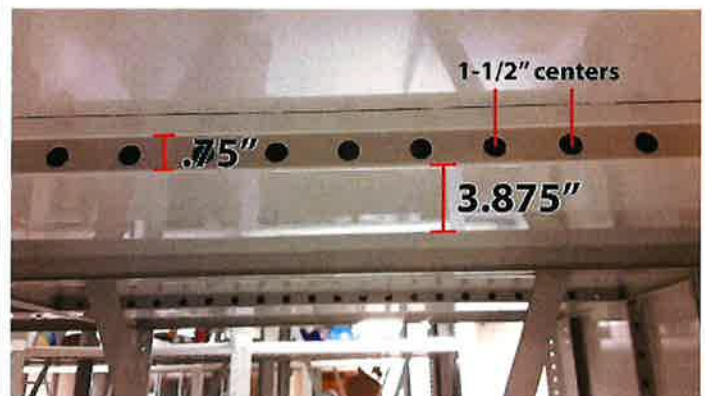


Image #21 - The $\frac{3}{4}$ " high x 36" wide x 3 $\frac{7}{8}$ " deep brace underneath the mid-shelves is 22-gauge metal. There are circle shapes cut out of the metal that have 1 $\frac{1}{2}$ " centers from each other.

X-SHAPED CROSS SWAY BRACES (16 GAUGE)



Image #22

Each unit has x-shaped cross sway braces at the back. The x-shaped cross sway brace is 16-gauge metal and is 1 ¼" wide. The x-shaped cross sway braces run from the top to the bottom of each shelf unit and are secured to the vertical uprights with a bolt and a nut.

END PANEL (18 GAUGE)



Image #23



Image #24



Image #25 – End panel close up view from the inside of the shelf unit

The 4Post shelf unit, at the end of a row, has an End Panel. The End Panel is 1" thick and 24" wide and is 18-gauge metal. The height of the End Panel depends on the height of the shelving unit. The End Panels construction is like the mid-shelves with the same type of 22-gauge support brace.

QUANTITIES OF 4POST SHELF UNITS TO BE ORDERED

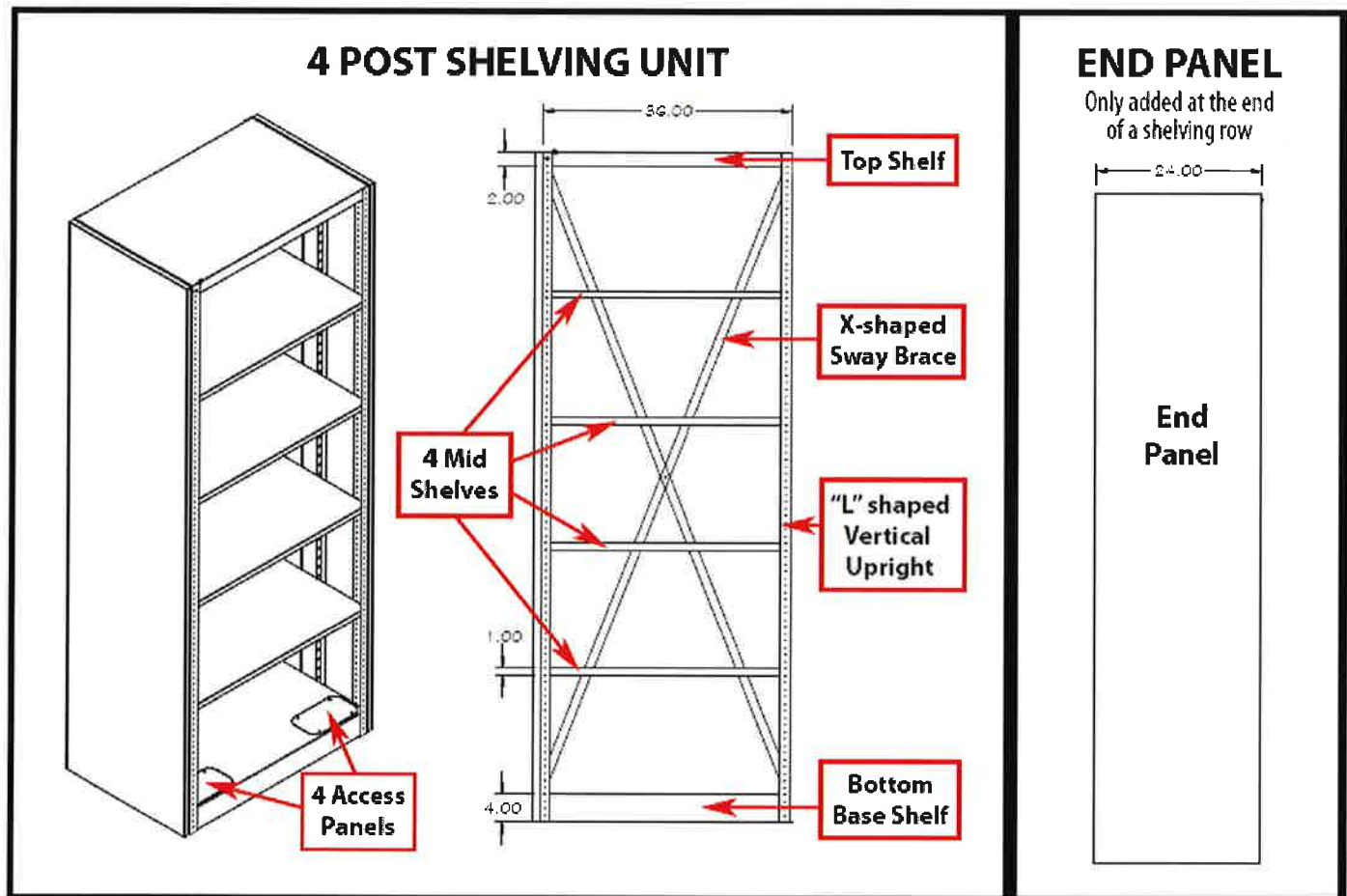
13 EACH SHELVING UNIT*, 36" W X 96" H X 24" D (MUST MATCH EXISTING SHELVING SYSTEM)

5 EACH FINISHED END PANELS, 96" H X 24" D (MUST MATCH EXISTING SHELVING SYSTEM)

11 EACH SHELVING UNIT*, 36" W X 84" H X 24" D (MUST MATCH EXISTING SHELVING SYSTEM)

4 EACH FINISHED END PANELS, 84" H X 24" D (MUST MATCH EXISTING SHELVING SYSTEM)

* A Shelving Unit consists of four "L" shaped vertical uprights, one bottom base shelf, one top shelf, four mid-shelves and x-shaped sway brace





SPECIFICATIONS FOR CUSTOM 4 POST SHELVING

GENERAL INFORMATION

Product Description: Standard shelving offers exceptional strength and durability for a variety of storage applications. 4Post shelving incorporates both "L" & "T" shaped uprights allowing for a variety of shelving configurations. Interlocking keyhole uprights combined with double rivet shelf supports are designed to offer maximum strength and durability with exceptional versatility. All shelf units are assembled without the use of nuts, bolts, or clips and are available for both single entry (wall unit) and double entry (back to back storage) allowing for maximum filing/storage capacity with minimal floor intrusion. All shelf units are designed for expansion. **Shelving must have sway braces and finished end panels.**

SPECIFICATIONS

Open Uprights: Are 18 gauge cold rolled steel, roll formed into a 2" wide "T" upright with keyhole slot holes punched on 1-1/2" centers on inner wall of upright only. There are no holes on the exterior portion of the upright. Front and rear posts are joined together with a minimum of three 3" high 18 gauge spacers maintaining proper upright spacing along the entire length of the upright and adds rigidity and strength. The open "L" upright is typically used for row ends with Open "T" uprights used as a common upright between shelf units. All uprights include an identifiable pair of punched holes every 6" on center allowing a visual confirmation for proper shelf spacing.

Closed Uprights: Includes same specifications as the Open Uprights except welded spacers are replaced with a welded 24 gauge full height closure sheet incorporating a 5/8" wide stiffener flange at the bottom of the closure sheet.

Standard Duty Shelves: Shelves are formed of 22 gauge cold rolled steel with a 3/4" flange on all sides. Front and Back shelf sides to include a 9/32" stiffener flange for added strength. Shelves are available plain or with slots punched on 2" centers to accept adjustable file dividers.

TrakSlider Standard Duty Tops: Tops are formed of 22 gauge cold rolled steel with a 3/4" flange on all sides. Front and Back top sides to include a 9/32" stiffener flange for added strength. All tops are prepunched with knock-outs to accept TrakSlider overhead anti-tip mounting hardware.

Shelf Support: Shelf supports are formed of 14 gauge (11 gauge for 42" and 48" widths) hot rolled pickled steel 3/4" high. Each support end is formed flat and includes two shoulder rivets with 7/16" diameter heads for attachment to corresponding keyholes in upright. Shelf supports are available with

single or double rivets.

Shelf Reinforcement: Shelf reinforcements are formed of 13 gauge hot rolled, pickled steel and formed into a channel shape. Shelf reinforcements are notched on each end and align with respective shelf support.

Back Stops: Back stops are formed of 18 gauge cold rolled steel with a 7/16" channel at the top and similar bend at the bottom and are slotted on the face. Slots on Back stops are punched on same centers as the shelf and are used to accept back tab of adjustable file divider. Ends of Back stop include one shoulder rivet with 7/16" diameter head for attachment to corresponding keyholes in upright. Back stops are used for single entry shelving only.

Center Stops (when necessary): Center stops are formed of 20 gauge cold rolled steel with a 9/16" formed channel on the top and a 9/16" return bend on the bottom. Formed channels on the top are punched on same centers as the shelf and are used for back to back support of adjustable divider. The overall height of center stop is 4" and includes mounting holes on bottom flange for easy assembly using 1/4" nuts and bolts. Center stops are used for double entry shelving only.

End panel selection shall be from the following:

Steel: Panels shall be fabricated from no less than 20-gauge material, 48 inches in width shall be fabricated from 16-gauge powder coated steel. Panels 48 inches wide and greater may be fabricated from a lesser gauge sheet steel if additional reinforcing hat channel are provided.

Finish

All steel parts are thoroughly cleaned using a three-stage iron phosphate washer and then coated with an Epoxy-Hybrid powder coat finish using a state-of-the-art electrostatic paint system. Powder coating provides a superior, attractive, uniform finish that is more durable, scratch and corrosion resistant, and environmentally friendly than liquid paint.

Guarantee

Any and all defects in design, materials or workmanship that may occur within five years of the date of completion shall be remedied by contractor at no expense to owner.



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:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Communications International Inc for 196 P25 XG-15P portable radios for public services and parks departments.

General fund.

Amount of Contract:

\$256,816.72

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210907 Communications Agenda Package POs	Cover Memo	9/7/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:47 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>15055</u>	2021	(2086A) ASPHALT	196 P25 XG-15P PORTABLE RADIOS (AL STATE CONTRACT)	\$256,816.72	<u>(297103)</u> <u>COMMUNICATIONS</u> <u>INTERNATIONAL</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 1
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

QUOTE ID: Q00015479

001 PORTABLE,XG-15P,768-861MHZ,SYS,P25 TRUNKING,TDMA FOR SANITATION: INCLUDES BELT CLIP, ANTENNA, BATTERY, AND DESK CHARGER. ITEM: XR-PF78B-T-PH2	70.00 EACH	1292.40000	90468.00
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1 1000.40.20.2070.2086.2070.0000.0000.44020.			90468.00
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Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 ASHLEY ADAMS

Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

002 FEATURE, ENCRYPTION LITE ITEM: XR-PL8Y	70.00 EACH	0.01000	0.70
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 2
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN Description / Account	Qty	Unit Price	Net Price
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Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003 FEATURE, SINGLE-KEY AES ENCRYPTION ITEM: XR-PL9E	70.00 EACH	0.01000	0.70
1 1000.40.20.2070.2086.2070.0000.0000.44020.			.70

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

 Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 3
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

004	COVER, UDC WEATHER PROOF, P5300/P5400 ITEM: FM-014712	70.00 EACH	14.40000	1008.00
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1	1000.40.20.2070.2086.2070.0000.0000.44020.			1008.00
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Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 ASHLEY ADAMS

Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

005	PORTABLE,XG-15P,768-861MHZ,SYS,P25 TRUNKING,TDMA FOR MAINTENANCE: INCLUDES BELT CLIP, ANTENNA, BATTERY, AND DESK CHARGER ITEM: XR-PF78B-T-PH2	86.00 EACH	1292.40000	111146.40
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 4
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2086.2070.0000.0000.44020. Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			111146.40
006	FEATURE, ENCRYPTION LITE ITEM: XR-PL8Y	86.00 EACH	0.01000	0.86
1	1000.40.20.2070.2086.2070.0000.0000.44020. Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS			.86

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 5
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	FEATURE, SINGLE-KEY AES ENCRYPTION ITEM: XR-PL9E	86.00 EACH	0.01000	0.86
1	1000.40.20.2070.2086.2070.0000.0000.44020.			.86
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
008	COVER, UDC WEATHER PROOF, P5300/P5400 ITEM: FM-014712	86.00 EACH	14.40000	1238.40
1	1000.40.20.2070.2086.2070.0000.0000.44020.			1238.40

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 6
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
009	PORTABLE,XG-15P,768-861MHZ,SYS,P25 TRUNKING,TDMA 86 1,795.00 28% 1, 292.40 111,146.40 FOR MAINTENANCE: INCLUDES BELT CLIP, ANTENNA, BATTERY, AND DESK CHARGER ITEM: XR-PF78B-T-PH2	30.00 EACH	1292.40000	38772.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			38772.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 7
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
010	FEATURE, ENCRYPTION LITE ITEM: XR-PL8Y	30.00 EACH	0.01000	0.30
1	1000.40.20.2070.2086.2070.0000.0000.44020.			.30
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 8
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
011	FEATURE, SINGLE-KEY AES ENCRYPTION ITEM: XR-PL9E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604	30.00 EACH	0.01000	0.30
1	1000.40.20.2070.2086.2070.0000.0000.44020.			.30
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
012	COVER, UDC WEATHER PROOF, P5300/P5400 ITEM: FM-014712	30.00 EACH	14.40000	432.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			432.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 9
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
013	PORTABLE,XG-15P,768-861MHZ,SYS, P25 TRUNKING,TDMA 86 1,795.00 28% 1,292.40 111,146.40 FOR MAINTENANCE: INCLUDES BELT CLIP, ANTENNA, BATTERY, AND DESK CHARGER ITEM: XR-PF78B-T-PH2	10.00 EACH	1292.40000	12924.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			12924.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 10
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
014	FEATURE, ENCRYPTION LITE ITEM: XR-PL8Y	10.00 EACH	0.01000	0.10
1	1000.40.20.2070.2086.2070.0000.0000.44020.			.10
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 11
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
015	FEATURE, SINGLE-KEY AES ENCRYPTION ITEM: XR-PL9E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604	10.00 EACH	0.01000	0.10
1	1000.40.20.2070.2086.2070.0000.0000.44020.			.10
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
016	COVER, UDC WEATHER PROOF, P5300/P5400 ITEM: FM-014712	10.00 EACH	14.40000	144.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			144.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 12
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
017 FREIGHT	1.00 EACH	250.00000	250.00
Additional Description Notes ----- SHIPPING 70 RADIOS FOR SANITATION Vendor Item Inventory Item/Loc 14009			
1 1000.40.20.2070.2086.2070.0000.0000.44020.			250.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 13
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
018 FREIGHT	1.00 EACH	300.00000	300.00
Additional Description Notes ----- SHIPPING 86 RADIOS FOR MAINTENANCE Vendor Item Inventory Item/Loc 14009			
1 1000.40.20.2070.2086.2070.0000.0000.44020.			300.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 14
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
019 FREIGHT	1.00 EACH	100.00000	100.00
Additional Description Notes ----- SHIPPING 30 RADIOS FOR PARKS Vendor Item Inventory Item/Loc 14009			
1 1000.40.20.2070.2086.2070.0000.0000.44020.			100.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 15
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
020 FREIGHT	1.00 EACH	30.00000	30.00
Additional Description Notes			
SHIPPING 10 RADIOS FOR URBAN FORESTRY			
Vendor Item			
Inventory Item/Loc 14009			
1 1000.40.20.2070.2086.2070.0000.0000.44020.			30.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 16
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS
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Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605
 Delivery Reference
 ASHLEY ADAMS

 Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Requisition Link

Requisition Total	256816.72
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	256816.72	714514.50
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/02/21	JOHN PEAVY	Auto approved by: 910518527
Approved	08/02/21	JAMES DELAPP	
Approved	08/11/21	JOHN PEAVY	Auto approved by: 910518527
Approved	08/11/21	JAMES DELAPP	
Rejected	08/02/21	JOHN PAINE	requisition must match the quot

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015055-00 FY 2021 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 17
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Vendor COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Delivery Reference ASHLEY ADAMS Deliver To PUB WORKS-STORM DRAIN & H E 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/21	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
Forward	08/14/21 JOHN PAINE			
Approved	09/02/21 DONNA MICHELE STANLEY			
Approved	09/02/21 DONALD ROSE			
Approved	09/02/21 SANDRA LEWIS			
			Auto approved by: 910514396	
			Auto approved by: 910514396	

Authorized By: _____ Date: _____
 Signature



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T3004020002

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2018

Procurement Folder: 699334

Expiration Date: 09/30/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/19/21

Version Number: 17

CONTACT INFORMATION

REQUESTOR:

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

ISSUER:

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

BUYER:

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

CONTRACT DESCRIPTION

TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES, T300

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000051371: Secom Systems Inc

3550 Engineering Drive, Suite 225

Norcross GA 30092

Contact:

Alison Winter

7704539411

Alison@Secomwireless.Com

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO, TWO-WAY, JVC KENWOOD LMR

RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories

REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO

REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO

JVC KENWOOD LMR

5 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

(NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

VENDOR INFORMATION

Name /Address:

VC000057806: S & P Communications Llc

PO Box 314

Opp AL 36467

Contact:

Richard J Spurlin Jr

3344936729 EXT: 101

Spcomm@Alaweb.Com

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, JVC KENWOOD LMR
 RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO
 REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO
 JVC KENWOOD LMR

5 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 (NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

VENDOR INFORMATION

Name /Address:

VC000051421: Seminole Communications Inc
 DBA: Sci-2-Way
 825 South Foster

Dothan AL 36301

Contact:

Darryl Buie
 3347925054
 Dbue@Sci.Sci2WAY.com

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, JVC KENWOOD LMR
 RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO
 REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO
 JVC KENWOOD LMR

5 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 (NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

VENDOR INFORMATION

Name /Address:

VC000053774: Richardson's Communications
 32705 Highway 43
 Thomasville AL 36784

Contact:

Robbie Kennedy
 3346364923
 robbiekennedy@richardsoncommunications.net

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, JVC KENWOOD LMR
 RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO
 REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO
 JVC KENWOOD LMR

5 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 (NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

VENDOR INFORMATION

Name /Address:

VC000127572: Hurricane Electronics Of Montgomery Llc
 906 Plantation Way
 Montgomery AL 36117

Contact:

Angela Yates
 334-272-7373
 ayates@twowayradio.net

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL) DO NOT USE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories DO NOT USE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories DO NOT USE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL) DO NOT USE								
VENDOR INFORMATION								
Name /Address: VC000056040: Hurricane Electronics Inc 201 W. Lee Street Mobile AL 36611					Contact: John Dirk Young 2514764000 Dyoung@Twowayradio.Net			

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL) DO NOT USE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories DO NOT USE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories DO NOT USE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL) DO NOT USE								
VENDOR INFORMATION								
Name /Address: VC000051186: Radio Wholesale 2111-2 Manchester Expy Columbus GA 31904					Contact: Jimmy Monfort 7065617000 Jmonfort@Radiowholesale.Net			

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, JVC KENWOOD LMR
 RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO
 REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO
 JVC KENWOOD LMR

5 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 (NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

VENDOR INFORMATION

Name /Address:

VC000056893: Decatur Electronic Comm
 1222 4TH Ave Se
 Decatur AL 35601

Contact:

Brandon Hartzog
 2563554747
 brandon@decatur-electronics.com

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, JVC KENWOOD LMR
 RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO
 REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO
 JVC KENWOOD LMR

5 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 (NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

VENDOR INFORMATION

Name /Address:

VC000049884: Birmingham Two Way Inc
 2425 2ND Avenue Southern
 Birmingham AL 35233

Contact:

Jeff Murdock
 2052522937

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL) RADIO, TWO-WAY, JVC KENWOOD LMR RADIO, TWO-WAY, JVC KENWOOD LMR 25 PERCENT OFF LIST								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO JVC KENWOOD LMR 5 PERCENT OFF LIST								

Final

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
(NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

VENDOR INFORMATION

Name /Address:

VC000055163: Allcomm Wireless Inc

4116 First Avenue North

Birmingham AL 35222

Contact:

Mary Scarvey
2055918804 EXT: 646
mary.scarvey@allcomm.com

Final

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, JVC KENWOOD LMR
 RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO
 REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO
 JVC KENWOOD LMR

5 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 (NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

VENDOR INFORMATION

Name /Address:

VC000118493: The Radio Shop, Inc.
 3512 Jackson Hwy
 Sheffield AL 35660

Contact:

Gary Mitchell
 2563898200
 Christie1295@Comcast.Net

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, JVC KENWOOD LMR
 RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO
 REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO
 JVC KENWOOD LMR

5 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 (NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

VENDOR INFORMATION

Name /Address:

VC000118359: Mobile Communications America, Inc.
 3403 Governors Dr
 Huntsville AL 35805

Contact:

Trey Sharp
 2565332484
 CustomerPOs@sharpcom.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO, TWO-WAY, JVC KENWOOD LMR

RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories

REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO

REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO

JVC KENWOOD LMR

5 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

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

72690 - Two-Way Radio Supplies, Parts, and Accessories

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

(NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

VENDOR INFORMATION

Name /Address:

VC000112673: Chism Communications Inc

5479 Skyland Blvd. E., Suite 8

Cottdale AL 35453

Contact:

Tim Chism

205-345-4211

timchism62@bellsouth.net

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, JVC KENWOOD LMR
 RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO
 REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO
 JVC KENWOOD LMR

5 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR
 (NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

VENDOR INFORMATION

Name /Address:

VC000054324: J & W Communications &
 P O Box 110
 Clanton AL 35046

Contact:

Chris Johnson
 2057556920

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL) RADIO, TWO-WAY, JVC KENWOOD LMR DO NOT USE.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO DO NOT USE.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
72690 - Two-Way Radio Supplies, Parts, and Accessories ACCESSORIES, TWO-WAY, JVC KENWOOD LMR DO NOT USE.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL) RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR DO NOT USE.								
VENDOR INFORMATION								
Name /Address: VS000047584: J&W Communications, LLC 411 7th Street North Clanton AL 35045					Contact: Felicia 2057556920 office@supermix1003.com			

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO, TWO-WAY, JVC KENWOOD LMR

RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories

REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO

REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO

JVC KENWOOD LMR

5 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

(NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

VENDOR INFORMATION

Name /Address:

Contact:

VS000043936: Dean's Commercial Two Way Inc.

Charles Dean Ginn

P. O. Box 489

706.317.4121

Cataula, GA 31804

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO, TWO-WAY, JVC KENWOOD LMR

RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories

REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO

REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO

JVC KENWOOD LMR

5 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

(NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

VENDOR INFORMATION

Name /Address:

VS000006167: Communications International, Inc.

4450 US HWY 1

Vero Beach FL 32967

Contact:

Mindy Swetz

772-569-5355 EXT: 4143

mswetz@ask4ci.com

COMMODITY / SERVICE INFORMATION

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

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO, TWO-WAY, JVC KENWOOD LMR

RADIO, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories

REPAIR PARTS / SERVICE/SOFTWARE, 2-WAY RADIO

REPAIR PARTS / SERVICE / SOFTWARE, TWO-WAY RADIO

JVC KENWOOD LMR

5 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

RADIO / ACCESSORIES, TWO-WAY, JVC KENWOOD LMR

(NON-JVC KENWOOD LMR VENDOR PRODUCTS)

12 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

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

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

T3004020002	Document Phase Final	Document Description TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES, T300	Page 20 of 21
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T 300 Two-Way Radio Equipment, Parts, Accessories

Terms and Conditions

Purpose:

Establish a contract for two-way radios, accessories, repair parts, programming software and related components. This contract will be for all state and local governmental agencies of Alabama (including schools). Purchases by local governmental agencies/schools are optional. Vendors must bid a percentage discount off manufacturer's list price for the brand's full product line, including accessories with the following exceptions:

*#Test Equipment *#Coax Cable *#Antennas (For Towers) *#Pagers
 *#Cellular Phones *#Radio Towers *#Mobile Data Terminals, Equipment or Software
 *#Repair Parts for Antennas (For Towers) or For Towers
 *#Customer Service Request Professional Service

Base Stations, repeaters and consoles are included in this contract.
 This contract is not intended to be used to purchase an entire radio communication system.

Vendor must provide a catalog and price list at no charge to state agencies, upon request. Vendor must also keep the agencies apprised of any changes to the catalog and price list.

Vendor to provide service manuals to ordering agencies as follows:

One manual per each (8) mobile or portables shipped to agency.
 One manual per each base station shipped to agency.

Vendor should also provide information detailing the type and availability in the maintenance and servicing of the radio equipment.

Assignment of Contract:

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

Delivery:

Items are to be delivered to various locations throughout the 67 counties in Alabama. The exact locations and quantities will be provided by the ordering agency.

Freight:

Bid is F.O.B. Destination. Any freight charges must be included in the bid prices.

Contract Period:

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

Non-Appropriation of Funds:

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

Proration:

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

New Equipment:

All equipment must be new, unused, and currently in production. It must be acceptable by the original equipment manufacturer for their maintenance.

Equipment Warranty:

Equipment shall be warranted for a minimum of twelve (12) months. Warranty shall cover all parts, labor and freight cost associated with repairs and/or replacement of defective equipment. Accidents, misuse and negligence are not covered by this warranty. The warranty shall commence on the date the equipment is put into service by the using agency. Vendor will use whatever means required to facilitate this warranty, and will insure total satisfactory performance to the using agency.

T3004020002	Document Phase Final	Document Description TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES, T300	Page 21 of 21
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Price Decreases:

The State Division of Purchasing contract administrator (buyer) shall be notified immediately regarding any manufacturer's price decrease affecting a contract item. Furthermore, the state shall receive the benefit of the decrease as soon as possible in accordance with the written notification from the contract vendor.

Quantity:

The exact quantity of purchases on this inquiry is not known. The State Division of Purchasing does not guarantee that the state will buy any amount. Orders will be placed by departments as needed and will give complete shipping instructions.

Biddable Situation:

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Director as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Promotional offerings consisting of contract items will be considered and are offered at a reduced price for the promotional period. A promotional offering of items not on contract will be considered if the price is equal to or less than the sum of the contract prices. The state will not file for rebates; the vendor must offer and bill at the net discounted price of the applicable offering. Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount.



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Ferno Washington Inc for 2 Ferno Power X1 powered ambulance stretchers with maintenance plan.

General fund.

Amount of Contract:

\$45,466.56

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210907 Ferno Agenda Package POs	Cover Memo	9/7/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:48 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>16425</u>	2021	(1510) FIRE ADMINISTRATION	2 FERNO POWER X1 AMBULANCE STRETCHERS WITH 5-YR MAINTENANCE PLANS (SEALED BID 5468)	\$45,466.56	<u>(063090) FERNO WASHINGTON INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00016425-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Released
	Page 1
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Vendor
 FERNO WASHINGTON INC
 70 WEIL WAY

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

WILMINGTON, OH 45177

MOBILE, AL 36607

Tel#937-382-1451
 Fax 937-382-1191

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
09/02/21	063090				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID 5468 AMBULANCE COT/STRETCHER AS SPECIFIED, VENDOR TO PROVIDE FERNO POWER X1 POWERED AMBULANCE STRETCHER, TO INCLUDE THE FOLLOWING Bolster Mattress, SAE Compliant Patient Restraints, System, (2) 36V Li-ion Batteries, (1) AC-input Charger, Standard Shock Frame, Backrest Equipment Hook for Monitor, Manual Back-up, Lead Handle, Control End wheel Locks, Post to lock into Antler/Rail System FERNO ITEM #1408034 OPTION, MATTRESS BOLSTER HOOK FERNO ITEM #1408007 OPTION, FIXED BACKREST FERNO ITEM #1408011 OPTION, 26G RESTRAINT proflufp, AS PER CITY OF MOBILE BID #5468 AND YOUR QUOTE Vendor Item	2.00 EACH	16925.93000	33851.86
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01510 .VEHICLEEXP.			33851.86

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016425-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 910514396 Status: Released	Page 2
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Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/02/21	063090				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	AMBULANCE COT/STRETCHER ACCESSORY AS SPECIFIED: SA-Power X1 Essential Plan, 5 Year Vendor Item	2.00 EACH	4714.85000	9429.70
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01510 .VEHICLEEXP.			9429.70
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016425-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 910514396 Status: Released	Page 3
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Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/02/21	063090				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
003	AMBULANCE COT/STRETCHER, ACCESSORY AS SPECIFIED: SA-Battery Plan, 5 Year Vendor Item	2.00 EACH	1092.50000	2185.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01510 .VEHICLEEXP.			2185.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				

[Requisition Link](#)

Requisition Total 45466.56

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

Account	Amount	Remaining Budget
E MP01510 .VEHICLEEXP.	45466.56	.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016425-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 910514396 Status: Released
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Page 4

Vendor
 FERNO WASHINGTON INC
 70 WEIL WAY

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

WILMINGTON, OH 45177

Tel#937-382-1451
 Fax 937-382-1191

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/02/21	063090				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		
	45466.56	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	09/03/21	DONNA MICHELE STANLEY	Requisition item removed, GL A
CCancelled	09/03/21	DONNA MICHELE STANLEY	GL Allocation, GL Allocation c
Queued	09/03/21	DIANE MCCARTY	GL Allocation, GL Allocation c
Pending		JOHN PEAVY	GL Allocation, GL Allocation c
Pending		JAMES DELAPP	GL Allocation, GL Allocation c
Pending		DONNA MICHELE STANLEY	GL Allocation, GL Allocation c
Pending		DONALD ROSE	GL Allocation, GL Allocation c
Pending		SANDRA LEWIS	GL Allocation, GL Allocation c
Pending		JOHN PAINE	GL Allocation, GL Allocation c
Pending		DONNA MICHELE STANLEY	GL Allocation, GL Allocation c
Pending		JAMES NEESE JR	GL Allocation, GL Allocation c

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5468

	FERNO WASHINGTON	STRYKER SALES CORP**
STRETCHER	\$20,759.74	\$12,363.50
Trade-In	\$300.00/450.00	
Warranty - 3 yr	\$3,387.70	
Warranty - 5 yr	\$4,714.85	
Cycle Counter	\$106.50	
Battery	\$479.00	\$245.39
A/C Charger	\$403.15	
Restraints	\$197.16	\$101.51
DELETE OPTIONS		
IV Pole	\$271.93	
Surface Extenders	\$1,454.08	
Backrest Pouch	\$178.92	
Battery	\$479.00	
Bottle Holder	\$140.58	
Wheel Locks	\$579.36	
Cycle Counter	\$106.50	
Knee Gatch	\$552.38	
		\$1860.50
Floor Fastener	\$3,063.81	INSTALLATION \$350.00
SAE with ICS	\$1,139.55	

**DID NOT RESPOND TO ALL BID ITEMS

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:
09/01/2020	5468	FIRE	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Tuesday, September 15, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 11-23	Each Ambulance EMS Stretcher as per the following and attached specifications: Ferno Power X1 or equal. Make _____ Model _____ Upon award, the City will purchase a minimum of 11 EMS Stretchers and may buy up to 23 Total during the contract period depending on funding. Shall include a complete second set of patient restraints with each stretcher. Vendor will provide training, education and familiarization for safe operation care and maintenance of the device. A system to allow safe and smooth movement of patient and reduces the risk of lower back injury. Vendor to provide with each stretcher the necessary equipment and hardware for mounting in MFRD ALS Ambulances. Vendor responsible to install hardware on City of Mobile ALS units.					
			TOTAL			

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
	Page 2 of 3 The City will pay for all parts replaced due to normal wear and tear. Vendor shall be responsible for all warranty items that are not due to normal wear and tear. City may require a demonstration prior to the award of this bid. If potential vendor wishes to view existing Fire Department Ambulances, viewing can be arranged. The City of Mobile's Current fleet consists of Excellance and Braun Ambulance Boxes. Successful vendor will be required to have a City of Mobile Business License. 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.

Page _____ of _____

90

OPTIONS

Trade-In

Ferno stretcher Trade-in (Ferno 35X) (per stretcher) _____ each

Parts and Labor Warranty option for additional years

3 year extended parts/labor warranty after initial 2 year warranty _____ each

5 year extended parts/labor warranty after initial 2 year warranty _____ each

Cycle Counter (tracks each cycle on the stretcher) _____ each

Replacement battery _____ each

Replacement AC battery charger _____ each

1 set of complete patient restraints _____ each

Item delete options for standard items for certain units as deemed necessary:

Three-stage IV pole _____ each

Surface Extenders _____ each

Backrest storage pouch _____ each

Replacement battery _____ each

Head-end oxygen bottle holder _____ each

Directional wheel locks _____ each

Cycle counter (tracks each cycle on the stretcher) _____ each

Knee Gatch Legrest or equivalent—elevates the patient's knees and feet. Adjusts between three positions: flat, raised (feet elevated 13 degrees), and knee-gatch (knees elevated at 30 degrees).

_____ each

Floor fastener (what the stretcher loads into), includes the universal floor place which mounts into the floor of the ambulance—does not include charging. Include installation allowance.

_____ each

SAE, with ICS Kit (or equivalent—required for stretcher to lock into floor fastener system)

_____ each

STRETCHER SPECIFICATIONS

power ambulance cot

Length (max) – 80 inches

Length (min) – 58 inches

Width – 24 inches

Loading height (max) – 36 inches

Unassisted life weight capacity of 700 pounds

Power – 36 V Lithium-ion that is UL certified (2 per stretcher)

AC-input wall charger for batter packs (1 per stretcher)

SAE compliant patient restraints

Each stretcher shall be provided with 2 sets of patient restrains – 1 on stretcher and 1 spare

Retraction system achieves one full cycle in less than 4 seconds

Shock frame

Pneumatic backrest adjusts to a comfortable position for each patient

Sealed bolster mattress is designed for patient comfort and features a sanitary Velcro-free design

Fold-down sidearms provide patient security and comfort and can be folded out of the way for patient transfers.

6-by-2 inch oversized wheels with wheel locks on the control end and directional wheel locks on the head end offer maneuverability.

Two sets of contoured, ergonomic controls.

Backrest-mounted equipment hook holds equipment.

Power-coated aluminum frame

Foot-end controls for simple operation

Foot-end pull handle

Fold-down side arms

Antler and rail compatibility

Three-stage iv pole

Surface extenders

Backrest storage pouch

Replacement battery

Head-end oxygen bottle holder

Directional wheel locks

Cycle counter (tracks each cycle on the stretcher)

Knee Gatch Legrest or equivalent—elevates the patient's knees and feet. Adjusts between three positions: flat, raised (feet elevated 13 degrees), and knee-gatch (knees elevated at 30 degrees).

Floor fastener (what the stretcher loads into), includes the universal floor plate which mounts into the floor of the ambulance—does not include charging. Include installation allowance

SAE, with ICS Kit (or equivalent—required for stretcher to lock into floor fastener system)

Vendor will certify up to 3 City employees to perform maintenance and repair in-house

Manual back up mode provides complete operation in the event of a power loss

2 year parts and labor warranty with option to purchase additional years.

Warranty will include annual inspections and preventive maintenance (as recommended by manufacturer.) the MFRD will receive all copies of the inspection reports, as well as any work that is performed. All inspections and preventative maintenance will be performed on-site in Mobile, AL at 2851 Old Shell Road.

Successful vendor will provide a powered ambulance stretcher (loaner) when a stretcher is out of service for maintenance/repair



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:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of a purchase order to J&A Contracting for 43 concrete pads for traffic signal emergency generators.

CIP

Amount of Contract:

\$29,885.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210907 JA Agenda Package POs	Cover Memo	9/7/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:48 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>15981</u>	2021	(2060) TRAFFIC ENGINEERING	43 CONCRETE PADS FOR TRAFFIC SIGNAL EMERGENCY GENERATORS (SEALED BID 5606)	\$29,885.00	<u>(294792) J&A CONTRACTING</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015981-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor
 J & A CONTRACTING
 2915 S. SHERWOOD DR.

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36606
 USA
 Tel#251-623-0458

MOBILE, AL 36604
 MARYBETH.BERGIN@CITYOFMOBILE.ORG

Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/21	294792				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID 5606 AND YOUR QUOTE INSTALL CONCRETE PADS FOR TRAFFIC SIGNAL ENCLOSURE, 20" X 28" CLASS A TYPE 2 CONCRETE, DEPTH 6" (TYPICAL) TO 8" (MAXIMUM) AS PER CITY SPEC, 1/2" X 6" STEEL BENT ANCHOR BOLTS IMBEDDED. REFER TO SPECIFICATION, DETAIL AND INTERSECTION LIST FOR ADDITIONAL INFORMATION.	43.00 EACH	695.00000	29885.00
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Additional Description Notes

MUST CONTACT MARY BETH BERGIN AT 251-208-2970 BEFORE PROCEEDING ON THIS
 PURCHASE ORDER.

1	2000.80.00.0000.0000.0000.0000.48010.			
	E C0594 .CONSTRUCTN.			29885.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015981-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor J & A CONTRACTING 2915 S. SHERWOOD DR. MOBILE, AL 36606 USA Tel#251-623-0458	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/21	294792				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 29885.00

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

Account	Amount	Remaining Budget
E C0594 .CONSTRUCTN.	29885.00	241336.64

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	29885.00	49708.73

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
CCancelled	09/07/21	SANDRA LEWIS	GL Allocation changed
Approved	08/19/21	BRENDA RHODES	
Approved	08/19/21	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015981-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
--	---	--------

Vendor
 J & A CONTRACTING
 2915 S. SHERWOOD DR.

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36606
 USA
 Tel#251-623-0458

MOBILE, AL 36604
 MARYBETH.BERGIN@CITYOFMOBILE.ORG

Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/21	294792				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/19/21 RELYA MALLORY	Auto	approved by: 910511034	
Approved	09/07/21 BRENDA RHODES			
Approved	09/07/21 TIFFANY HOLLINS	Auto	approved by: 910511034	
Approved	09/07/21 RELYA MALLORY	Auto	approved by: 910511034	
Forward	08/19/21 JOHN PAINE			
Approved	09/07/21 DONNA MICHELE STANLEY	Auto	approved by: 910518227	
Approved	09/07/21 DONALD ROSE	Auto	approved by: 910518227	
Approved	09/07/21 SANDRA LEWIS			
Approved	09/07/21 JOHN PAINE	Auto	approved by: 910518227	

Authorized By: _____ Date: _____
 Signature



**CITY OF MOBILE
PURCHASING DEPARTMENT**

BID NOTICE

**THE CITY OF MOBILE IS ISSUING BID# 5606
FOR CONCRETE PADS
TO VIEW BID, GO TO: cityofmobile.org/bids
SELECT: Bid 5606:**

**Bid Response is Due 12:30 PM, TUESDAY, 08/31/2021
BIDS MUST BE RETURNED IN SEALED ENVELOPES.**

**WRITE THE BID #, YOUR COMPANY NAME, AND DATE
AND TIME ON OUTSIDE OF THE ENVELOPE SUBMITTED.**

**THIS WILL BE A SEALED BID, SO EMAILED BID RESPONSES OR
BID PACKAGES BACK TO THE CITY WILL BE REFUSED**

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: 005

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:
08/14/2021	5606	VARIOUS	As Per Purchase Order

This bid must be received and stamped by the Purchasing office not later than: 12:30 PM, Tuesday, August 31, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Approx. 20-60	CONCRETE PADS Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form. Vendor to be responsible for forming and pouring of concrete pads. Concrete Pads must meet the attached specifications. Vendor to furnish and set anchor bolts as per spec in each pad. Vendor to be responsible to remove forms after concrete has set up. Pad site should be clean with no construction debris after forms are removed. PRICE PER PAD _____ Vendor responsible to provide all materials and labor. City will mark the location for pad placement. Vendor will need to give a start date and a completion date when bidding. Availability could be a deciding factor in the award of this bid. Vendor should be able to complete all pads within 30 days of issuance of contract. Prices quoted on this bid are to be held firm for a period of three (3) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for three (3) more three (3) month periods. All prices quoted are to be delivered prices F.O.B. Mobile.					
	Page 1 of 2		TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 City of Mobile Business license is required. See Item 14 on Reverse. 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. 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. THIS BID WILL BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

City of Mobile Traffic Engineering
Auxiliary Enclosure Pad Construction Specifications
August 2021

The purpose of this project is to install concrete pads at select traffic signal intersections throughout the City of Mobile for future installation of an enclosure box/cabinet. The following specifications and details shall apply.

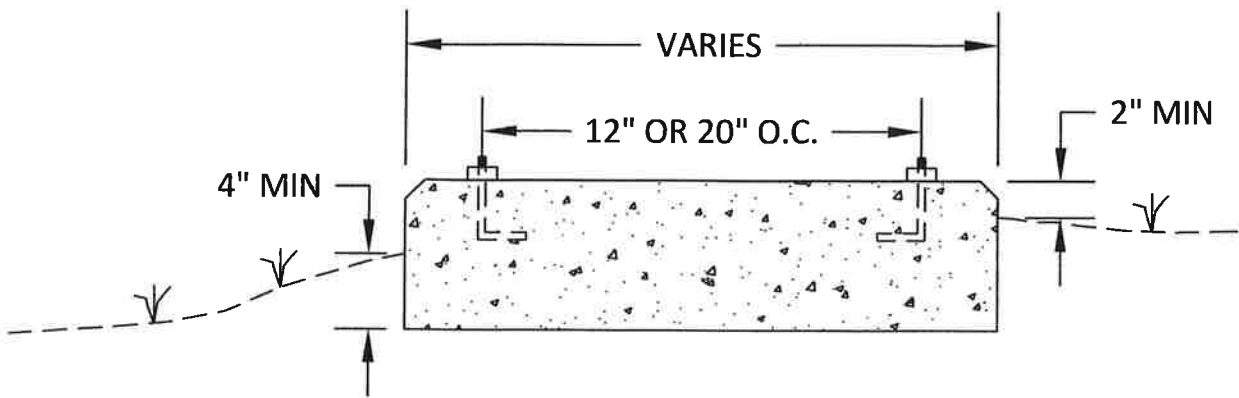
- 1) Concrete may be "ready-mixed" concrete manufactured and delivered to the work site or an approved type of mobile mixing plant. Portable concrete mixers may also be approved by the City. All mixing and transporting equipment shall be supplied in sufficient amounts to provide continuous delivery of the concrete as needed for each concrete pad.
- 2) Concrete pad shall be 20" W x 28" L. Depth may vary by location but shall be no less than 6" and no more than 8". Pad must be level with a minimum 2" above grade at any point. A minimum of 4" of concrete must be below grade. Typical section of pad is attached. Payment is based on unit price per pad installed. There is no price adjustment for the depth variations.
- 3) Concrete used to pour pad must be High Strength with a minimum 4000 PSI finished rating.
- 4) Anchor bolts shall be 1/2" x 6" galvanized steel bent anchor bolts with ASTM A563 Grade A nut and USS flat washer. Anchor bolts are to be imbedded in concrete a minimum of 4 1/2" with enough thread exposed above concrete to allow for nut and washer. Anchor Bolts must be set as specified in the attached detail.
- 5) Pad locations will be determined by the City at each intersection and will be marked as for orientation.
- 6) Contractor must notify City prior to pouring concrete at any location for inspection of forms. Contact information will be provided to the successful bidder upon award. Any permitting obligation will be handled by the City.
- 7) Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class - II or Class III as required by the MUTCD for the type of traffic hazard.

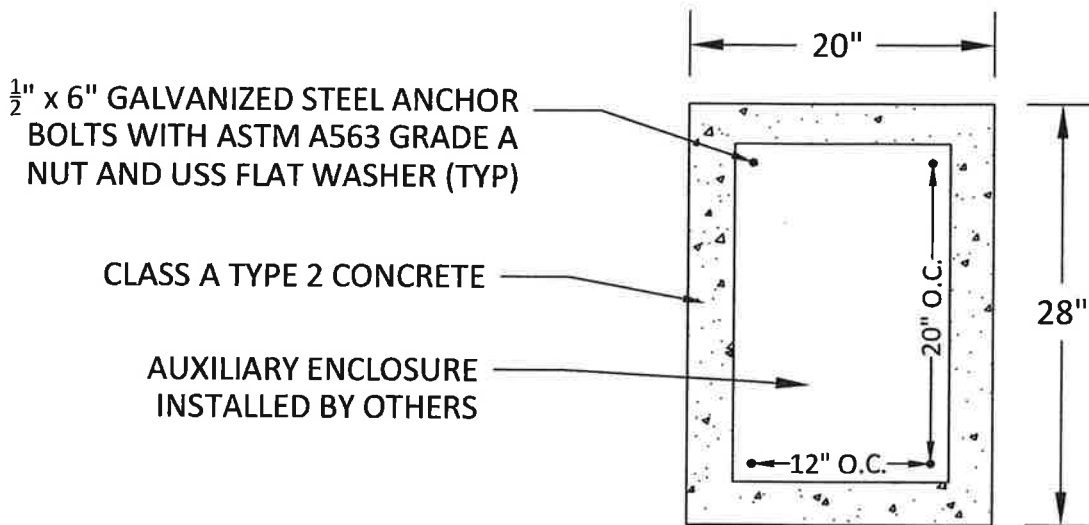
Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, A TV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.

Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.

Contractors equipment shall be fitted with a flashing strobe



SIDE VIEW
AUXILIARY ENCLOSURE PAD
 NOT TO SCALE



TOP VIEW
AUXILIARY ENCLOSURE PAD
 NOT TO SCALE

LOCATIONS

#	Intersection
1	Airport Blvd @ Alverson Road
2	Airport Blvd @ Azalea Road
3	Airport Blvd @ Bel Air Blvd
4	Airport Blvd @ Berwyn Drive
5	Airport Blvd @ Dawes Road
6	Airport Blvd @ Downtowner Blvd
7	Airport Blvd @ Florida Street
8	Airport Blvd @ Hillcrest Road
9	Airport Blvd @ Montlimar Drive
10	Airport Blvd @ NB I-65 Exit Ramp
11	Airport Blvd @ Sage Avenue
12	Airport Blvd @ SB I-65 Exit Ramp
13	Airport Blvd @ Schillinger Road
14	Airport Blvd @ University Blvd
15	Cottage Hill @ I-65 Svc Road West
16	Cottage Hill @ Schillinger
17	Cottage Hill @ University/Demetropolis
18	Cottage Hill Rd @ Azalea Road
19	Cottage Hill Rd @ Cody Road
20	Cottage Hill Rd @ Hillcrest Road
21	Cottage Hill Rd @ Knollwood Dr
22	Cottage Hill Rd @ Montlimar/Lakeside
23	Cottage Hill Rd @ N Demetropolis
24	Dauphin St @ Florida St
25	Dauphin St @ I-65 Svc Road West
26	Government Blvd @ McVay Drive
27	Government Blvd @ NB I-65 Exit Ramp
28	Government Blvd @ Pleasant Valley Road
29	Government Blvd @ SB I-65 Exit Ramp
30	Government St @ Ann St
31	Government St @ Catherine St
32	Government St @ Dauphin Island Pkwy
33	Government St @ Michigan Ave
34	Moffett Road @ Western Drive
35	Old Shell Rd @ Schillinger Rd
36	Old Shell Rd @ University Rd
37	Schillinger Road @ Grelot Rd
38	Springhill Ave @ Florida Street
39	Springhill Ave @ Mobile Infirmary Blvd
40	Springhill Ave @ Mobile Street
41	Springhill Ave @ Moffett Road Jct
42	Springhill Ave @ NB I-65 Exit Ramp
43	Springhill Ave @ SB I-65 Exit Ramp



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:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase order to BC Fabrication for 55 aluminum boxes for traffic signal emergency generators.

CIP

Amount of Contract:

\$23,375.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210907 BC Agenda Package POs	Cover Memo	9/7/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:47 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>14858</u>	2021	(2060) TRAFFIC ENGINEERING	55 ALUMINUM BOXES FOR TRAFFIC SIGNAL EMERGENCY GENERATORS (SEALED BID 5605)	\$23,375.00	<u>(297310) BC FABRICATION DBA KSH FUEL PRODUCTS</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00014858-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor	Ship To
BC FABRICATION, LLC DBA KSH FUEL PRODUCT	TRAFFIC ENGINEERING
1675-103 KIOWA AVENUE	852 GAYLE STREET
LAKE HAVASU CITY, AZ 86403	MOBILE, AL 36604
	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#9286806610	Delivery Reference
Fax 928-680-7379	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/26/21	297310
	TRAFFIC ENGINEERING
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER MY BID 5605 AND YOUR QUOTE		
	ENCLOSURE, ALUMINUM .125 SMOOTH	55.00	425.00000
	AND/OR DIAMOND PLATED, MIN	EACH	23375.00
	DIMENSIONS 23IN X 15IN X 19IN		
	HEIGHT; OPENINGS AS PER		
	SPECIFICATION FOR STORAGE OF		
	IN-USE HONDA 220 INVERTER		
	GENERATOR TO OPERATE TRAFFIC		
	SIGNAL CABINETS DURING EMERGENCIES		
	Additional Description Notes		

VENDOR TO SUPPLY HONDA EU2200I AS PER BID 5606 AND THEIR QUOTE

1	2000.80.00.0000.0000.0000.0000.44020.	
	E C0594 .OPERSUPPLS.	23375.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014858-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor BC FABRICATION, LLC DBA KSH FUEL PRODUCT 1675-103 KIOWA AVENUE LAKE HAVASU CITY, AZ 86403 Tel#9286806610 Fax 928-680-7379	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/21	297310				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 23375.00

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

Account	Amount	Remaining Budget
E C0594 .OPERSUPPLS.	23375.00	241336.64

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	23375.00	49708.73
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Cancelled	09/03/21	SANDRA LEWIS	GL Allocation changed
Approved	07/27/21	TIFFANY HOLLINS	
Approved	07/27/21	RELYA MALLORY	Auto approved by: 910514227
Approved	09/03/21	BRENDA RHODES	
Approved	09/03/21	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	09/03/21	RELYA MALLORY	Auto approved by: 910511034
Forward	07/27/21	JOHN PAINE	
Approved	09/07/21	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	09/07/21	DONALD ROSE	Auto approved by: 910518227
Approved	09/07/21	SANDRA LEWIS	
Approved	09/07/21	JOHN PAINE	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00014858-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor	Ship To
BC FABRICATION, LLC DBA KSH FUEL PRODUCT	TRAFFIC ENGINEERING
1675-103 KIOWA AVENUE	852 GAYLE STREET
LAKE HAVASU CITY, AZ 86403	MOBILE, AL 36604
	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#9286806610	Delivery Reference
Fax 928-680-7379	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/26/21	297310
	TRAFFIC ENGINEERING
-----	-----

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

Authorized By: _____ Date: _____

Signature

[illegible]

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: 005

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:
8/14/2021	5605	VARIOUS	As Per Purchase Order

This bid must be received and stamped by the Purchasing office not later than: 12:30 PM, Tuesday, August 31, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
QTY Approx 50-75	GENERATOR ENCLOSURE BOXES					
	Generator enclosure for the storage and operation of a Honda 2200 Inverter Generator. Generator enclosure must meet the attached specifications.					
	MAKE _____MODEL _____					
	Vendor must state Delivery after receipt of purchase order.					
	ARO _____					
	Vendor must provide specifications with picutres of item.					
	Delivery may be a consideration in awarding of this bid.					
	If a sample is required for evaluation of your bid response, after the request of the City of Mobile Purchasing Department how long will it take to produce and deliver a sample using our bid specifications.					
	Delivery Time of sample if required _____					
	Prices quoted on this bid are to be held firm for a period of three (3) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for three (3) more three (3) month periods.					
Page 1 of 3			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.

Page _____ of _____

118

Page _____ of _____

TOTAL

READ ABOVE INSTRUCTIONS BEFORE QUOTING

By _____

119

PORTABLE GENERATOR ENCLOSURE SPECIFICATIONS

- 1. ENCLOSURE MUST HAVE PERMANENT VENTS OR OPENINGS FOR EXHAUST WHILE MAINTAINING EQUIPMENT SECURITY**
- 2. ENCLOSURE MUST HAVE OPENING ON ONE SIDE FOR ELECTRICAL CORDS TO EXTEND FROM GENERATOR TO FIELD DEVICE POSITIONED SUCH THAT CORDS ARE NOT PINCHED OR STRAINED.**
- 3. ENCLOSURE MUST HAVE AN OPENING ON THE FRONT SIDE TO BE PROVIDED FOR ACCESS TO THE ON/OFF SWITCH AND MANUAL START.**
- 4. ENCLOSURE MUST HAVE THE ABILITY TO BE PERMANENTLY ATTACHED TO A CEMENT SLAB. CITY WILL PROVIDE A TEMPLET FOR HOLES TO BE DRILLED FOR ANCHORING, AND WEEP HOLES UPON AWARD OF THE BID.**
- 5. MINIMUM DIMENSIONS SHALL BE 23"L x 15"W x 19"H BUT SHALL NOT EXCEED 26"L x 24"W x 24"H.**
- 6. PRIMARY ACCESS DOOR MUST BE ON TOP WITH A SINGLE STAINLESS-STEEL PIANO HINGE THE LONGEST LENGTH OF THE ENCLOSURE.**
- 7. ACCESS DOOR MUST BE ABLE TO STAY OPEN UNTIL CLOSED.**
- 8. ACCESS DOOR MUST HAVE A CLOSED CELL NEOPRENE GASKET OR COMPARABLE SEAL TO REDUCE VIBRATION.**
- 9. THE ENCLOSURE MUST HAVE A LOCKING LATCH ON FRONT FACE WHICH MUST BE FLUSH AND ALL ENCLOSURES MUST BE ABLE TO BE KEYED THE SAME.**
- 10. ENCLOSURE MUST HAVE A SECONDARY LOCKING MECHANISM PROVIDED THAT CAN SECURE THE LID WHILE GENERATOR IS IN OPERATION. SUCH AS A LOCKABLE LONG ROD, PIN TYPE OF LOCK. THESE MUST ALSO BE KEYED THE SAME.**
- 11. SOUND PROOFING NOT REQUIRED.**



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:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Truck Equipment Sales Inc for one Ford F450 dump chassis truck with landscape bed for Parks Department.

General Fund.

Amount of Contract:

\$61,375.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210908Truck Agenda Package POs	Cover Memo	9/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:49 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>14152</u>	2021	(2012) PARKS MAINTENANCE	FORD F450 DUMP CHASSIS TRUCK WITH LANDSCAPE BODY (SEALED BID 5608)	\$61,375.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014152-00 FY 2021 Acct No: 1000.40.20.2030.2012.2005.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor
TRUCK EQUIPMENT SALES INC
4700 RANGELINE RD

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604
HANKINSC@CITYOFMOBILE.ORG

Tel#251-666-8606
Fax 251-666-8676

Delivery Reference
CATHY HANKINS

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/13/21	208560				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
001 FORD F450 CREW CAB DUMP CHASSIS WITH KNAPHEIDE PLB-12-B LANDSCAPE BODY WITH FOLD AWAY ACCESS STEP	1.00 EACH	61375.00000	61375.00

1 1000.40.20.2030.2012.2005.0000.0000.47010. 61375.00

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

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 61375.00

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.47010.		
PARKS MAINTENANCE EXP	61375.00	49708.73
EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
CCancelled	09/03/21	JOHN PAINE	GL Allocation changed

=====	=====
Bill To	Requisition 00014152-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
TRUCK EQUIPMENT SALES INC
4700 RANGELINE RD

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36619

MOBILE, AL 36604
HANKINSC@CITYOFMOBILE.ORG

Tel#251-666-8606
Fax 251-666-8676

Delivery Reference
CATHY HANKINS

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/13/21	208560				PARKS MAINTENANCE
-----	-----	-----	-----	-----	-----

LN	Description / Account		Qty	Unit Price	Net Price
Approved	07/13/21	DANIEL OTTO			
Approved	09/07/21	DANIEL OTTO			
Unknown	09/03/21	JOHN PAINE			
Approved	09/07/21	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
Approved	09/07/21	DONALD ROSE		Auto approved by: 9105paij	
Approved	09/07/21	SANDRA LEWIS		Auto approved by: 9105paij	
Approved	09/07/21	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID 5608: 2022 OR NEWER 16,000 GVW CREW CAB 4 X 2 TRUCK WITH DROP SIDE CONTRACTOR DUMP BODY OR LANDSCAPE DUMP BODY	
TRUCK EQUIPMENT SALES	
CONTRACTOR DUMP	58,682.00
LANDSCAPE DUMP	61,375.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: 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:
08/18/2021	5608	Motor Pool	TO BE SPECIFIED

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

11:00 am, Friday, September 03, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx. 1-10	2022 OR NEWER 16,000 GVW CREW CAB 4 X 2 TRUCK WITH DROP SIDE CONTRACTOR DUMP BODY OR LANDSCAPE DUMP BODY 2021 or Newer 16,000 GVW Crew Cab 4 x 2 Truck with Drop Side Contractor Dump Body as per the following and ATTACHED MINIMUM Specifications. Chassis: Make: _____ Model: _____ Body: Make: _____ Model: _____ Provide Literature and Specifications on product bid. Upon award the City will purchase a minimum of one (1) 16,000 GVW Crew Cab 4 x 2 Truck with Drop Side Contractor Dump Body. City desires that the height of the body loaded not to be more than 38 inches from the road surface. Height of truck bed fully loaded above road surface: _____ Height of truck bed empty: _____ Height of bed may be consideration in the award of this bid.					
Appx. 1-10	2022 or Newer 16,000 GVW Crew Cab 4 x 2 Truck with Landscape Dump Body as per the following and ATTACHED MINIMUM Specifications: Chassis: Make: _____ Model: _____ Body: Make: _____ Model: _____ Provide Literature and Specifications on product bid.					
Page 1 of 3			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 3 Upon award the City will purchase a minimum of one (1) 16,000 GVW Crew Cab 4 x 2 Truck with Landscape Dump Body. Height of truck bed fully loaded above road surface: _____ Height of truck bed empty: _____ Furnish Factory Literature and Specifications. Colors ordered may be standard colors. Initial purchase will be white. Different prices for different colors not acceptable. NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixtures. Any vehicle delivered with 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. Rear corner lights shall be separate mounts from rear lights. 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. 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.					
			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 (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. Vendor shall provide ALL Service and Parts Manuals for these vehicles for use by the City of Mobile. 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. Be sure to sign and return this page including the terms and conditions on the reverse of Page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. TO BE AWARDED ON A PER ITEM BASIS.					
			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.

SPECIFICATIONS

1 – 10 2021 or newer Ford F450 or equal 4 door crew cab 16,000 lb GVW chassis dump body truck with drop side contractors dump body with the following minimum specifications

	YES	NO
General		
Contractor dump body for use on single axle 84"CA 16,000 GVW or larger truck		
Drop side construction		
Bulkhead 10 ga., tailgate double paneled 10 and 12 gauge, and sides double paneled 12 gauge. All steel High Tensile		
Built to accept scissors style hoist		
Pockets on top of sides to accept extension (cheater) boards		
Double Acting tailgate with spreader chains and quick release top pins		
Tailgate release must be positive locking with dump handle at left front corner of body		
LED clearance, marker, and RID lights to meet FMVSS 108		
Body to be E-coat primed and fully undercoated		
Headboard		
One piece 10 ga high tensile, 2 bend top rail, 2 ¼" wide with 1 ½" return flange.		
Fully boxed corner post and full width reinforcement rib for added rigidity		
Integrated Cab Protector Mounting pockets		
Straight Quarter cab protector installed		
Punched window opening for visibility		
Floor		
Two piece 7ga. high tensile, full seam welded		
Sloped floor to side interface to reduce material adhesion to sides		
Length 11 ft x Width 7 ft inside dimensions		
Sides		
Sides are slam style with center mounted release handle		
Reinforced with a 4-1/2" x 9-1/2" formed rear corner post from top of tailgate to bottom of cross member.		
Pockets provided front and rear for 2X6		
Drop sides to be removable for easy service and replacement without cutting required		
Side height 16"		
Tailgate and Hardware		
Top hinge member to be 1 ¼" diameter quick release mechanism for dropping gate from top		
Lower latch hardware is overhead hook type latch with 1 1/8" diameter pin, ¾" thick latch		
5/16" spreader chains included with sufficient length to support tailgate in horizontal position		
Formed two piece construction seamless outer 12 ga panel and single 10ga inner wall. Tailgate height 22"		

Tailgate Release system		
Mechanical positive locking operating handle at left front by driver's door		
¼" diameter cross shafts (front and rear) and ½" diameter operating rod running longitudinally down the street side		
Safety restraining ring provided at the handle		
Multiple grease points throughout the system (grease zerks provided)		
Understructure		
Western style (cross memberless construction)		
Long sills are 7" trapezoidal style, full length of body , with internal anti -corrosion coating		
Hoist		
Scissors style hoist of ¾" high tensile steel construction		
Double acting cylinder with threaded cylinder gland cap to prevent cylinder damage in "load over center" conditions		
Electric/hydraulic pump with in cab pendant controls		
3 year warranty		
8.6 ton capacity		
Automatic Body bracing positioning.		
Other		
Includes mud flaps		
Rear hitch set up for Pintle eye and ball hitch combo with 2" ball		
Trailer plug wiring installed		
Safety D-rings for trailer		
Four Corner strobe System (surface mount)		
Local service center for complete unit including hoist		
Truck Chassis		
Crew Cab 84" CA- cab chassis		
Diesel Engine		
External oil and transmission cooler		
Front frame mounted tow hooks		
4 wheel disc anti-lock brakes		
6 speed automatic transmission		
40/20/40 Vinyl front split seat		
Auto locking rear differential		
Extendable outside mirrors		
Air and AM/FM Radio		
Factory Upfitter switches		
Factory Electric Brake Controller		

SPECIFICATIONS FOR FORD F450 CREW CAB TRUCK WITH LANDSCAPE BODY

Chassis:

- 4 door crew cab
- 16,000 lb GVW chassis dump body
- Crew Cab 84" CA- cab chassis
- Diesel engine
- External oil and transmission cooler
- Front frame mounted tow hooks
- 4 wheel disc anti-lock brakes
- 6 speed automatic transmission
- 40/20/40 Vinyl front split seat
- Auto locking rear differential
- Extendable outside mirrors
- Air and AM/FM Radio
- Factory upfitter switches
- Factory electric brake controller
- Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixtures. Any vehicle delivered with 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.
- Rear corner lights shall be separate mounts from rear lights.
- Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to stmt the vehicles.
- 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
- Mud flaps
- Rear hitch set up for pintle eye and ball hitch combo with 2" ball
- Trailer plug wiring installed
- Safety D-rings for trailer
- Four Corner strobe system (surface mount)
- Vendor shall provide ALL service and parts manuals for these vehicles for use by the City of Mobile.

Body:

- Reading SL-LS-12 54BH/12CG Landscape Body
- A60 coating-weight steel protected by E-Coat acrylic primer and high-gloss polyester finish

- Scissors hoist
- 50 degree dumping angle
- Double-acting electric hydraulic system with an all-weather pump and motor cover, 12 ton capacity
- Hoist assembly includes lubricating grease fittings and hinge assembly
- Safety body prop
- Grease zerks
- In-cab tethered hand-held control
- Black powder coat finish
- 9 ft. length
- 54 inch height
- 12 inch cab guard
- 52 inch side door opening
- 90.5 inch width
- Wired
- 2 inch tie-down bar on each side
- Tarp tie down tension cleats on the top of the body for easy door opening
- Fully welded cab guard, includes integral wind deflector and lashing rings
- Rear swing out barn doors, clear opening doors swing 270 degrees, include cam latch assembly
- Rear door latch, holdbacks mounted on the side of the body to hold the rear door open to access the bed area
- Side swing door, 52 inch wide door, 180 degree door swing, with two-point cam lock
- Fold away access step located under the side door opening
- Local service center for complete unit including hoist
- 3 year warranty



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:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Coblenz Equipment & Parts Co Inc for one 2021 Mower Max 30ft boom, 60in slope mower.

General Fund.

Amount of Contract:

\$193,620.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210908 Coblenz Agenda Package POs	Cover Memo	9/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:47 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>14334</u>	2021	(F7000) MOTOR POOL	2021 MOWER MAX 30FT BOOM 60IN SLOPE MOWER (AL STATE CONTRACT)	\$193,620.00	(291717) <u>COBLENTZ</u> <u>EQUIPMENT &</u> <u>PARTS CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014334-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor COBLENTZ EQUIPMENT & PARTS CO INC 10400 HWY 80 EAST MONTGOMERY, AL 36117 Tel#334-215-8600 Fax 334-215-8532	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/21	291217	07/15/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SLOPE MOWER AS SPECIFIED: 2021 MOWER MAX 30' BOOM, 60" ROTARY HEAD, OPTIONAL EQUIPMENT 90 DEGREE SWIVEL DECK, BACK UP CAMERA, BACK UP ALARM, REVERSING RADIATOR FAN. AS PER STATE OF ALABAMA CONTRACT T226 MASTER AGREEMENT MA 999 180000000235 LINNES 62, 63 AND 67 Additional Description Notes ----- 2021 MOWER MAX 30' BOOM, 60" ROTARY HEAD, OPTIONAL EQUIPMENT 90 DEGREE SWIVEL DECK, BACK UP CAMERA, BACK UP ALARM, REVERSING RADIATOR FAN. REQUESTED BY PUBLIC SERVICES.	1.00 EACH	193620.00000	193620.00
1	2000.80.00.0000.0000.0000.0000.47010. E C0009 .CAPEQUIPMT.			193620.00

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

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014334-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor COBLENTZ EQUIPMENT & PARTS CO INC 10400 HWY 80 EAST MONTGOMERY, AL 36117 Tel#334-215-8600 Fax 334-215-8532	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/21	291217	07/15/21			MOTOR POOL

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				193620.00

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

Account	Amount	Remaining Budget
E C0009 .CAPEQUIPMT.	193620.00	365380.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	193620.00	49708.73
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	09/03/21	JOHN PAINE	GL Allocation changed
Approved	07/16/21	JOHN PEAVY	Auto approved by: 910518527
Approved	07/16/21	JAMES DELAPP	
Approved	09/07/21	JOHN PEAVY	Auto approved by: 910518527
Approved	09/07/21	JAMES DELAPP	
Approved	07/16/21	TIFFANY HOLLINS	Auto approved by: 9105ma1r
Approved	07/16/21	RELYA MALLORY	
Approved	09/07/21	BRENDA RHODES	Auto approved by: 910514227
Approved	09/07/21	TIFFANY HOLLINS	
Approved	09/07/21	RELYA MALLORY	Auto approved by: 910514227
Approved	09/07/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/07/21	DONALD ROSE	Auto approved by: 9105paij
Approved	09/07/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/07/21	JOHN PAINE	.

=====	=====
Bill To	Requisition 00014334-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
COBLENTZ EQUIPMENT & PARTS CO INC
10400 HWY 80 EAST

MONTGOMERY, AL 36117

Tel#334-215-8600
Fax 334-215-8532

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/15/21	291217	07/15/21			MOTOR POOL
-----	-----	-----	-----	-----	-----

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



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 180000000235

NOT TO EXCEED AMOUNT:

Begin Date: 05/08/2018

Procurement Folder: 552924

Expiration Date: 05/07/2022

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 06/30/21

Version Number: 7

CONTACT INFORMATION

REQUESTOR:

Bryan Matthews

334-353-5433

bryan.matthews@purchasing.alabama.gov

ISSUER:

Bryan Matthews

334-353-5433

bryan.matthews@purchasing.alabama.gov

BUYER:

Bryan Matthews

334-353-5433

bryan.matthews@purchasing.alabama.gov

CONTRACT DESCRIPTION

-MA- T226 RIGHT OF WAY MOWERS

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000054398: Coblentz Equipment & Parts Co

PO Box 242608

Montgomery AL 36124

Contact:

Craig Coblentz

3342158600

Matthew@Coblentzep.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$14,078.810000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
10' ROTARY CUTTER
10' ROTARY CUTTER HIGHWAY TYPE.

SEE SPECIFICATION 18E02

MAKE: Woods
MODEL: BW10.60

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$16,072.670000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
15' ROTARY CUTTER
10' ROTARY CUTTER HIGHWAY TYPE.

SEE SPECIFICATION 18E02

MAKE: Woods
MODEL: BW15.60

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___20___% DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___10___% DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$37,625.090000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
15' HYDRAULIC ROTARY CUTTER
15' HYDRAULIC ROTARY CUTTER HIGHWAY TYPE.

SEE SPECIFICATION 18E03

MAKE: Alamo
MODEL: Falcon 15

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___17___% DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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COMMODITY / SERVICE INFORMATION

7	0		\$0.000000	\$0.00			\$0.00	\$0.00
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0200610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___10___% DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	\$7,622.770000	\$0.00			\$0.00	\$0.00

0206450 - MOWERS, FLAIL
FLAIL MOWER, 57"-62"
57"-62" FLAIL MOWER, CAPABLE OF CUTTING GRASS, WEEDS & BRUSH.

SEE SPECIFICATION: 18E06

MAKE: Alamo
MODEL: SHD62

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$8,044.760000	\$0.00			\$0.00	\$0.00

0206450 - MOWERS, FLAIL
FLAIL MOWER, 68" - 74"
68"- 74" FLAIL MOWER, CAPABLE OF CUTTING GRASS, WEEDS & BRUSH.

SEE SPECIFICATION: 18E06

MAKE: Alamo
MODEL: SHD74

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	EA	\$8,279.990000	\$0.00			\$0.00	\$0.00

0206450 - MOWERS, FLAIL
FLAIL MOWER, 88" - 92"
88"- 92" FLAIL MOWER, CAPABLE OF CUTTING GRASS, WEEDS & BRUSH.

SEE SPECIFICATION: 18E06

MAKE: Alamo
MODEL: SHD88

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

0200610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___17___% DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___10___% DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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COMMODITY / SERVICE INFORMATION

13	0	EA	\$43,299.910000	\$0.00			\$0.00	\$0.00
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0206450 - MOWERS, FLAIL
 FLAIL MOWER, W/ REAR SECTION & MID MOUNT (RIGHT SIDE)
 FLAIL MOWER SINGLE WING TURF, TWO SECTIONS WITH REAR SECTION AND MID-MOUNTED RIGHT SIDE.

SEE SPECIFICATION: 18E07

MAKE: Alamo
 MODEL: Right Hand Interstater

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 OPTIONAL EQUIPMENT NOT LISTED
 OPTIONAL EQUIPMENT NOT LISTED.

___ 17 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 REPAIR / REPLACEMENT PARTS
 REPAIR/REPLACEMENT PARTS NOT LISTED.
 FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	EA	\$70,526.850000	\$0.00			\$0.00	\$0.00

0206450 - MOWERS, FLAIL
 FLAIL MOWER, 3-SECTIONS
 FLAIL MOWER, 3-SECTIONS, 1 REAR MOUNTED AND 2 MID-MOUNTED WING SECTIONS

SEE SPECIFICATION: 18E08

MAKE: Alamo
 MODEL: Dual Wing Interstater

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 OPTIONAL EQUIPMENT NOT LISTED
 OPTIONAL EQUIPMENT NOT LISTED.

___ 17 ___ % DISCOUNT OFF LIST PRICE

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

0200610 - CUTTERS, BRUSH, ROTARY
 REPAIR / REPLACEMENT PARTS
 REPAIR/REPLACEMENT PARTS NOT LISTED.
 FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	EA	\$52,736.530000	\$0.00			\$0.00	\$0.00

0206445 - MOWER, ARTICULATING BOOM FOR AGRICULTURAL EQUIPMENT
 20' MINIMUM RAIL MOUNTED BOOM CUTTER

COMMODITY / SERVICE INFORMATION

20' MINIMUM HYDRAULICALLY POWERED ARTICULATED BOOM TREE & BRUSH CUTTER TO BE MOUNTED ON A TRACTOR.

SEE SPECIFICATIONS 18E09

MAKE: Alamo
MODEL: Samurai

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	EA	\$53,224.010000	\$0.00			\$0.00	\$0.00

0206445 - MOWER, ARTICULATING BOOM FOR AGRICULTURAL EQUIPMENT

23' MINIMUM RAIL MOUNTED BOOM CUTTER

23' MINIMUM HYDRAULICALLY POWERED ARTICULATED BOOM TREE & BRUSH CUTTER TO BE MOUNTED ON A TRACTOR.

SEE SPECIFICATIONS 18E09

MAKE: Alamo
MODEL: Samurai

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	EA	\$13,061.040000	\$0.00			\$0.00	\$0.00

0206445 - MOWER, ARTICULATING BOOM FOR AGRICULTURAL EQUIPMENT

50" BOOM AXE HEAVY DUTY BRUSH CUTTER

50" BOOM AXE HEAVY-DUTY ROTARY BRUSH CUTTER

SEE SPECIFICATION 18E09

MAKE Alamo
MODEL: 50" Rotary Head

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	EA	\$13,767.500000	\$0.00			\$0.00	\$0.00

0206445 - MOWER, ARTICULATING BOOM FOR AGRICULTURAL EQUIPMENT

60" CUTTING HEAD BRUSH CUTTER

60" CUTTING HEAD BRUSH CUTTER

SEE SPECIFICATION 18E09

MAKE: Alamo
MODEL: 60" Rotary Head

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	EA	\$13,660.030000	\$0.00			\$0.00	\$0.00

0206445 - MOWER, ARTICULATING BOOM FOR AGRICULTURAL EQUIPMENT

48" FLAIL AXE

48" FLAIL CUTTING AXE

SEE SPECIFICATION 18E09

MAKE: Alamo
MODEL 48" Flail Axe

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	EA	\$13,809.400000	\$0.00			\$0.00	\$0.00

0206450 - MOWERS, FLAIL

60" SUPER HEAVY-DUTY GRASS FLAIL MOWER

60" SUPER HEAVY DUTY GRASS FLAIL HEAD.

SEE SPECIFICATION 18E09

MAKE: Alamo
MODEL: 60" Grass Flail

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	EA	\$14,154.070000	\$0.00			\$0.00	\$0.00
02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head DITCHER HEAD, HEAVY DUTY HEAVY DUTY DITCHER HEAD SEE SPECIFICATIONS 18E09 MAKE: Alamo MODEL: Ditcher Head								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	EA	\$17,048.600000	\$0.00			\$0.00	\$0.00
02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head CIRCULAR SAW HEAD LIMB CUTTER CIRCULAR SAW HEAD LIMB CUTTER CUTTING HEAD SEE SPECIFICATIONS 18E09 MAKE: Alamo MODEL: 4 Blade Buzzbar Saw Head								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0		\$0.000000	\$0.00			\$0.00	\$0.00
0200610 - CUTTERS, BRUSH, ROTARY OPTIONAL EQUIPMENT NOT LISTED OPTIONAL EQUIPMENT NOT LISTED. __17__% DISCOUNT OFF LIST PRICE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0		\$0.000000	\$0.00			\$0.00	\$0.00
0200610 - CUTTERS, BRUSH, ROTARY REPAIR / REPLACEMENT PARTS REPAIR/REPLACEMENT PARTS NOT LISTED. FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY __10__% DISCOUNT OFF LIST PRICE								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	EA	\$46,158.370000	\$0.00			\$0.00	\$0.00
0206445 - MOWER, ARTICULATING BOOM FOR AGRICULTURAL EQUIPMENT 21' BOOM MOWER 21' MIN. REMOVABLE BOOM HYDRAULICALLY DRIVEN BOOM MOWER. ABILITY TO ACCEPT SIDE ROTARY OR SIDE FLAIL ATTACHMENT SEE SPECIFICATION 18E012 MAKE: Diamond MODEL: DBM-A-P								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	EA	\$10,999.640000	\$0.00			\$0.00	\$0.00
02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head 50" ROTARY MOWER HEAD								

COMMODITY / SERVICE INFORMATION

50" ROTARY MOWER HEAD

SEE SPECIFICATION 18E012

MAKE: Diamond
MODEL DBR050-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	EA	\$10,889.640000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

60" ROTARY MOWER HEAD

60" ROTARY MOWER HEAD

SEE SPECIFICATION 18E012

MAKE Diamond
MODEL: DBR060-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	EA	\$13,204.640000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

50" BOOM FLAIL MOWER HEAD

50" BOOM FLAIL MOWER HEAD

SEE SPECIFICATION 18E012

MAKE: Diamond
MODEL: DBF050-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	EA	\$10,338.140000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

48" BOOM SAW HEAD

48" BOOM SAW HEAD

SEE SPECIFICATION 18E012

MAKE: Diamond
MODEL: DBS048-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	EA	\$10,536.000000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

22" DITCHER HEAD

22" DITCHER HEAD

SEE SPECIFICATION 18E012

MAKE: Diamond
MODEL: DBD022-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	EA	\$4,605.140000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

48" SAW BLADE

48" SAW BLADE

SEE SPECIFICATION 18E012

MAKE: Diamond
MODEL: 22-3001

COMMODITY / SERVICE INFORMATION

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

0200610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___ 17 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	EA	\$64,100.130000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
22' - 24' TELESCOPIC BOOM MOWER
22' - 24' TELESCOPIC BOOM MOWER. MID MOUNTED TELESCOPING, HYDRAULICALLY POWERED BOOM MOWER.

SEE SPECIFICATION 18E013

MAKE: Alamo
MODEL: Maverick_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	EA	\$70,598.420000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
26' -30' TELESCOPIC BOOM MOWER
26' -30' TELESCOPIC BOOM MOWER. MID MOUNTED TELESCOPING, HYDRAULICALLY POWERED BOOM MOWER.

SEE SPECIFICATION 18E013

MAKE: Alamo
MODEL: Maverick

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	EA	\$16,037.160000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
60" HEAVY DUTY ROTARY CUTTING HEAD
60" HEAVY DUTY ROTARY CUTTING HEAD.

SEE SPECIFICATION 18E013

MAKE: Alamo
MODEL 60" Rotary Head

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	EA	\$11,717.090000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
2 BLADE SAW BLADE TREE LIMB CUTTER

COMMODITY / SERVICE INFORMATION

2 BLADE SAW BLADE TREE LIMB CUTTER

SEE SPECIFICATION 18E013

MAKE: Alamo
MODEL: Buzz Bar

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	EA	\$14,646.200000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
3 BLADE SAW BLADE TREE LIMB CUTTER
3 BLADE SAW BLADE TREE LIMB CUTTER

SEE SPECIFICATION 18E013

MAKE: Alamo
MODEL: Buzz Bar

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	EA	\$15,472.890000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
4 BLADE SAW BLADE TREE LIMB CUTTER
4 BLADE SAW BLADE TREE LIMB CUTTER

SEE SPECIFICATION 18E013

MAKE Alamo
MODEL: Buzz Bar

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	EA	\$14,535.350000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
FLAIL AXE CUTTER
FLAIL AXE CUTTER HEAD

SEE SPECIFICATION 18E013

MAKE Alamo
MODEL: Flail Aze

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___ 17 ___ % DISCOUNT OFF LIST PRICE

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

0200610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	EA	\$47,602.720000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

22' BOOM MOWER

22' HYDRAULICALLY DRIVEN BOOM MOWER. UNIT WILL BE ABLE TO MOW FORWARD AND RIGHT OF THE RIGHT REAR TIRE.

SEE SPECIFICATION 18E014

MAKE: Diamond

MODEL: DBM-C-N

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	EA	\$51,020.390000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

23' BOOM MOWER

23' HYDRAULICALLY DRIVEN BOOM MOWER. UNIT WILL BE ABLE TO MOW FORWARD AND RIGHT OF THE RIGHT REAR TIRE.

SEE SPECIFICATION 18E014

MAKE: Diamond

MODEL: DBM-C-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	EA	\$56,643.140000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

25' BOOM MOWER

25' HYDRAULICALLY DRIVEN BOOM MOWER. UNIT WILL BE ABLE TO MOW FORWARD AND RIGHT OF THE RIGHT REAR TIRE.

SEE SPECIFICATION 18E014

MAKE: Diamond

MODEL: DBM-C-J

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	EA	\$60,876.820000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

28' BOOM MOWER

28' HYDRAULICALLY DRIVEN BOOM MOWER. UNIT WILL BE ABLE TO MOW FORWARD AND RIGHT OF THE RIGHT REAR TIRE.

SEE SPECIFICATION 18E014

MAKE: Diamond

MODEL: DBM-C-S

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	EA	\$65,353.660000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

30' BOOM MOWER

30' HYDRAULICALLY DRIVEN BOOM MOWER. UNIT WILL BE ABLE TO MOW FORWARD AND RIGHT OF THE RIGHT REAR TIRE.

SEE SPECIFICATION 18E014

MAKE: Diamond

MODEL: DBM-C-O

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	EA	\$10,999.640000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

50" ROTARY MOWER HEAD

COMMODITY / SERVICE INFORMATION

50" ROTARY MOWER HEAD.

SEE SPECIFICATION 18E014

MAKE Diamond
MODEL: DBF050-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	EA	\$10,890.160000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

60" ROTARY MOWER HEAD

60" ROTARY MOWER HEAD.

SEE SPECIFICATION 18E014

MAKE: Diamond
MODEL: DBR060-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	EA	\$15,402.290000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

36" FORESTRY BRUSH CUTTING HEAD

36" FORESTRY BRUSH CUTTING HEAD.

SEE SPECIFICATION 18E014

MAKE: Diamond
MODEL: FBE036-C

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	EA	\$13,755.890000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

50" FLAIL MOWER HEAD

50" FLAIL MOWER HEAD

SEE SPECIFICATION 18E014

MAKE: Diamond
MODEL: DBF050-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	EA	\$10,338.140000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

48" BOOM SAW HEAD

48" BOOM SAW HEAD

SEE SPECIFICATION 18E014

MAKE: Diamond
MODEL: DBS048-H

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	EA	\$10,536.590000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

22" DITCHER HEAD

22" DITCHER HEAD

SEE SPECIFICATION 18E014

MAKE Diamond
MODEL: DBD022-H

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___ 17 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	EA	\$163,136.930000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
24' BOOM MOWER
24' BOOM MOWER, UNIT IS TO BE SELF CONTAINED, PURPOSE BUILT BOOM MOWER WITH A MINIMUM OF 99 H.P.

SEE SPECIFICATION 18E015

MAKE: Atmax
MODEL: Mower Max Boom 24'

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	EA	\$167,987.930000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
26' BOOM MOWER
26' BOOM MOWER, UNIT IS TO BE SELF CONTAINED, PURPOSE BUILT BOOM MOWER WITH A MINIMUM OF 99 H.P.

SEE SPECIFICATION 18E015

MAKE: Atmax
MODEL: Mower Max 26'

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	EA	\$174,161.930000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
30' BOOM MOWER
30' BOOM MOWER, UNIT IS TO BE SELF CONTAINED, PURPOSE BUILT BOOM MOWER WITH A MINIMUM OF 99 H.P.

SEE SPECIFICATION 18E015

MAKE: Atmax
MODEL: Mower Max 30'

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	EA	\$11,583.970000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
60" ROTARY DECK

60" ROTARY DECK

SEE SPECIFICATION: 18E015

MAKE: Atmax
MODEL: Rotary 60"

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	EA	\$13,545.000000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
60" FLAIL MOWER
60" FLAIL MOWER

SEE SPECIFICATION: 18E015

MAKE: Atmax
MODEL: Flail Mower 60"

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	EA	\$13,436.120000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
48" SAW BLADE
48" SAW BLADE

SEE SPECIFICATION: 18E015

MAKE: Atmax
MODEL: 48" Saw Head

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	EA	\$20,895.000000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head
50" FIXED KNIFE MULCHING HEAD
50" FIXED KNIFE MULCHING HEAD

SEE SPECIFICATION: 18E015

MAKE: Atmax
MODEL: 50" Fecon Mulching Head

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

020610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___ 0 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0		\$0.000000	\$0.00			\$0.00	\$0.00

020610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	EA	\$71,786.800000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

0206450 - MOWERS, FLAIL
 17' PULL BEHIND HYDRAULIC TRIPLE FLAIL MOWERS
 17' PULL BEHIND HYDRAULIC TRIPLE FLAIL MOWERS

SEE SPECIFICATION 18E016

MAKE: Diamond
 MODEL: TTF222-C

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	EA	\$71,603.630000	\$0.00			\$0.00	\$0.00

0206450 - MOWERS, FLAIL
 19' PULL BEHIND HYDRAULIC TRIPLE FLAIL MOWERS
 19' PULL BEHIND HYDRAULIC TRIPLE FLAIL MOWERS

SEE SPECIFICATION 18E016

MAKE: Diamond
 MODEL: TTF252-C

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	EA	\$74,057.880000	\$0.00			\$0.00	\$0.00

0206450 - MOWERS, FLAIL
 22' PULL BEHIND HYDRAULIC TRIPLE FLAIL MOWERS
 22' PULL BEHIND HYDRAULIC TRIPLE FLAIL MOWERS

SEE SPECIFICATION 18E016

MAKE: Diamond
 MODEL TTF282-C_

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

0200610 - CUTTERS, BRUSH, ROTARY
 OPTIONAL EQUIPMENT NOT LISTED
 OPTIONAL EQUIPMENT NOT LISTED.

___ 17 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 REPAIR / REPLACEMENT PARTS
 REPAIR/REPLACEMENT PARTS NOT LISTED.
 FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	EA	\$22,016.930000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 60" SKID STEER FORESTRY BRUSH CUTTER
 60" FORESTRY BRUSH CUTTER

SEE SPECIFICATION 18E017

MAKE Diamond
 MODEL:FBS060-C_____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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COMMODITY / SERVICE INFORMATION

75	0		\$0.000000	\$0.00			\$0.00	\$0.00
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0200610 - CUTTERS, BRUSH, ROTARY
 OPTIONAL EQUIPMENT NOT LISTED
 OPTIONAL EQUIPMENT NOT LISTED.

__ 17 __ % DISCOUNT OFF LIST PRICE

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

0200610 - CUTTERS, BRUSH, ROTARY
 REPAIR / REPLACEMENT PARTS
 REPAIR/REPLACEMENT PARTS NOT LISTED.
 FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

__ 10 __ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	EA	\$14,299.430000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 36" EXCAVATOR FORESTRY BRUSH CUTTER
 36" FORESTRY BRUSH CUTTER

SEE SPECIFICATION 18E018

MAKE: Diamond
 MODEL: FBE036-C

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 OPTIONAL EQUIPMENT NOT LISTED
 OPTIONAL EQUIPMENT NOT LISTED.

__ 17 __ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 REPAIR / REPLACEMENT PARTS
 REPAIR/REPLACEMENT PARTS NOT LISTED.
 FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

__ 10 __ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	EA	\$19,401.460000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 48" EXCAVATOR FORESTRY BRUSH CUTTER
 48" FORESTRY BRUSH CUTTER

SEE SPECIFICATION 18E019

MAKE: Diamond
 MODEL: FBE048-C

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
 OPTIONAL EQUIPMENT NOT LISTED

COMMODITY / SERVICE INFORMATION

OPTIONAL EQUIPMENT NOT LISTED.

___ 17 ___ % DISCOUNT OFF LIST PRICE

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

0200610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	EA	\$19,807.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
60" EXCAVATOR FORESTRY BRUSH CUTTER
60" FORESTRY BRUSH CUTTER

SEE SPECIFICATION 18E019

MAKE: Diamond
MODEL: FBE060-C

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

0200610 - CUTTERS, BRUSH, ROTARY
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___ 17 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0		\$0.000000	\$0.00			\$0.00	\$0.00

0200610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	EA	\$16,126.710000	\$0.00			\$0.00	\$0.00

02066 - Mower, Tractor Mounted, Steep Slope Type with Cutter Head on
LOW-FLOW BOOM MOUNTED CUTTER HEAD
LOW-FLOW BOOM MOUNTED CUTTER HEAD. DESIGNED FOR TRACTOR AND SMALL EXCAVATORS.

SEE SPECIFICATION 18E021

MAKE: Gyro Trac
MODEL Low Flow Head

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	EA	\$16,126.710000	\$0.00			\$0.00	\$0.00

02066 - Mower, Tractor Mounted, Steep Slope Type with Cutter Head on
LOW-FLOW SKID STEER MOUNTED CUTTER HEAD

COMMODITY / SERVICE INFORMATION

LOW-FLOW CUTTER HEAD. DESIGNED FOR TRACTOR AND COMPACT LOADERS

SEE SPECIFICATION 18E021

MAKE: Gyro Trac

MODEL: Low Flow Skid Steer

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	EA	\$25,736.460000	\$0.00			\$0.00	\$0.00

02066 - Mower, Tractor Mounted, Steep Slope Type with Cutter Head on
HIGH/LOW-FLOW SKID STEER MOUNTED CUTTER HEAD
LOW-FLOW CUTTER HEAD. DESIGNED FOR TRACTOR AND COMPACT LOADERS

SEE SPECIFICATION 18E021

MAKE: Gyro Trac

MODEL: 400-HL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	EA	\$32,852.730000	\$0.00			\$0.00	\$0.00

02066 - Mower, Tractor Mounted, Steep Slope Type with Cutter Head on
HIGH FLOW SKID STEER MOUNTED CUTTER HEAD
LOW-FLOW CUTTER HEAD. DESIGNED FOR TRACTOR AND COMPACT LOADERS

SEE SPECIFICATION 18E021

MAKE: Gyro Trac

MODEL: 500-HL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0		\$0.000000	\$0.00			\$0.00	\$0.00

02066 - Mower, Tractor Mounted, Steep Slope Type with Cutter Head on
OPTIONAL EQUIPMENT NOT LISTED
OPTIONAL EQUIPMENT NOT LISTED.

___ 17 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0		\$0.000000	\$0.00			\$0.00	\$0.00

020610 - CUTTERS, BRUSH, ROTARY
REPAIR / REPLACEMENT PARTS
REPAIR/REPLACEMENT PARTS NOT LISTED.
FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY

___ 10 ___ % DISCOUNT OFF LIST PRICE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	EA	\$242,577.000000	\$0.00			\$0.00	\$0.00

0206445 - MOWER, ARTICULATING BOOM FOR AGRICULTURAL EQUIPMENT
SELF CONTAINED WIDE MOWER
SELF CONTAINED WIDE MOWER.

SEE SPECIFICATION 018022

MAKE Alamo

MODEL: Mantis Wide Mower

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	EA	\$237,107.920000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

0206445 - MOWER, ARTICULATING BOOM FOR AGRICULTURAL EQUIPMENT

SELF CONTAINED HEAVY BOOM MOWER

SELF CONTAINED HEAVY BOOM MOWER.

SEE SPECIFICATION 018022

MAKE: Alamo

MODEL: Mantis

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	EA	\$16,687.000000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

48" FLAIL HEAD

48" FLAIL HEAD. COMPATIBLE WITH HEAVY BOOM MOWER HEAD

SEE SPECIFICATION 18E022

MAKE: Alamo

MODEL Flail Head

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	EA	\$18,187.000000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

60" ROTARY HEAD

ROTARY HEAD. COMPATIBLE WITH HEAVY BOOM MOWER HEAD

SEE SPECIFICATION 18E022

MAKE: Alamo

MODEL: Rotary Head

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	EA	\$15,526.350000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

3-BLADE SAW HEAD

3-BLADE SAW HEAD. COMPATIBLE WITH HEAVY BOOM MOWER HEAD

SEE SPECIFICATION 18E022

MAKE Alamo

MODEL Buzz Bar 3 Blade

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	EA	\$25,469.980000	\$0.00			\$0.00	\$0.00

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

UGR MOWING HEAD

UGR MOWING HEAD. COMPATIBLE WITH HEAVY BOOM MOWER HEAD

SEE SPECIFICATION 18E022

MAKE: Alamo

MODEL: UGR Under Guard Rail

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

02066 - Mower, Tractor Mounted, Steep Slope Type with Cutter Head on

OPTIONAL EQUIPMENT NOT LISTED

OPTIONAL EQUIPMENT NOT LISTED.

___3___% DISCOUNT OFF LIST PRICE

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0		\$0.000000	\$0.00			\$0.00	\$0.00
0200610 - CUTTERS, BRUSH, ROTARY REPAIR / REPLACEMENT PARTS REPAIR/REPLACEMENT PARTS NOT LISTED. FOR ORIGINAL EQUIPMENT MANUFACTURERS PARTS ONLY ___10___% DISCOUNT OFF LIST PRICE								

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

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

	Document Phase	Document Description	Page 20
180000000235	Final	-MA- T226 RIGHT OF WAY MOWERS	Total Pages: 23

Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions:

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

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/mailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

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

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

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

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

	Document Phase	Document Description	Page 21
180000000235	Final	-MA- T226 RIGHT OF WAY MOWERS	Total Pages: 23

Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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

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

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

Certification Pursuant to Act no. 2006-557

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

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

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any

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time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB’s provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

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Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one 8 cubic yard rear load garbage truck for Parks Department.

General fund.

Amount of Contract:

\$149,913.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210908 Sansom Agenda Package POs	Cover Memo	9/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:49 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>13834</u>	2021	(2012) PARKS MAINTENANCE	8 CU YD REAR- LOAD GARBAGE TRUCK (SEALED BID 5609)	\$149,913.00	(190715) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013834-00 FY 2021 Acct No: 1000.40.20.2030.2012.2005.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
 SANSOM EQUIPMENT CO INC
 2025 W I-65 SERVICE ROAD NORTH

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36618

MOBILE, AL 36604
 HANKINSC@CITYOF MOBILE.ORG

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

Delivery Reference
 DIANE CARTER

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/21	190715				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID #5609 AND YOUR QUOTE 8 CUBIC YARD REAR LOADER GARBAGE BODY NEW WAY DIAMOND BACK OR EQUAL SPECIFICATIONS: **8 CUBIC YARD BODY CAPACITY;** 1 CUBIC YARD MATERIAL HOPPER; **SAFETY SHUTDOWN & BUZZER ON CURBSIDE HOPPER WALL; **STREET SIDE BODY ACCESS DOOR ON STREET SIDE W/SAFETY INTERLOCK SWITCH; **5.6" COLOR LCD MONITOR W/REARVIEW CAMERA; **QUICK CONNECT PRESSURE PORT; **FACTORY PRIMED AND PAINT-WHITE; **(1) BAYNE REVOLUTION ROTARY ACTUATED CART TIPPER W/CONTROL HANDLE; **HOPPER WORK LIGHTS; **(1) ROUND BEACON STROBE LIGHT; **HOT SHIFT PTO W/EOS; **QUICK CONNECT PRESSURE GAUGE; **10 LB. FIRE EXTNGUISHER; **FIVE YEAR EXTENDED REFUSE BODY WARRANTY PLANS INCLUDES: BODY STRUCTURE AND WELDS, HYDRAULIC COMPONENTS, ELECTRICAL COMPONENTS AND CART TIPPER.**FIVE YEAR REFUSE BODY SERVICE PLAN INCULDES: QUARTERLY INSPECTIONS OF THE REFUSE BODY W/INSPECTION REPORT, LUBRICATIONS	1.00 EACH	149913.00000	149913.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013834-00 FY 2021 Acct No: 1000.40.20.2030.2012.2005.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor
 SANSOM EQUIPMENT CO INC
 2025 W I-65 SERVICE ROAD NORTH

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36618

MOBILE, AL 36604
 HANKINSC@CITYOF MOBILE.ORG

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

Delivery Reference
 DIANE CARTER

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/21	190715				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	OF ALL GREASE POINTS, CHECK AND ADJUST HYDRAULIC PRESSURE AND SETTINGS, BI-ANNUAL HYDRAULIC SYSTEM FLUID CHANGES W/FILTERS MOUNTED ON A 2021 OR NEWER ISUZU NRR CHASSIS, SPECIFICATIONS AS FOLLOWS: **19,500 LB, GVWR; **POWER WINDOWS; **POWER DOOR LOCKS; **HVAC SYSTEM; **PTO & IDLE UP SWITCHES; **5.19 LITER 4 CYCLINDER DIESEL ENGINE (215 HP - 452 FT/LB. TORQUE); **6 SPEED AUTOMATIC TRANSMISSION; **140 AMP ALTERNATOR; **DUAL 12 VOLT BATTERIES W/750CCA; **HORIZONTAL EXHAUST SYSTEM; **POWER STEERING; **7275 LB FRONT AXLE W/8440 LB. FRONT SUSPENSION; **14500 LB. REAR AXLE & SUSPENSION; **STEEL WHEELS; **30 GALLON FUEL TANK; **HIGH BACK DRIVER'S SEAT W/TWO MAN PASSENGER SEAT; **EXHAUST BRAKE; **STANDARD CHASSIS WARRANTY; **EXTENDED WARRANTY; **EXTENDS STANDARD WARRANTY TO (5) YEARS/200,000 , MILES ON BASE ENGINE, TRANSMISSION, DRIVE AXLE, FUEL INJECTORS, TURBO CHARGER, ALTERNATOR, STARTER, WATER PUMP, REAR DRIVE AXLE, FRONT I BEAM AXLE, CROSSMEMBERS AND AFTER TREATMENT DEVICES.***FIVE			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013834-00 FY 2021 Acct No: 1000.40.20.2030.2012.2005.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36618

MOBILE, AL 36604
HANKINSC@CITYOF MOBILE.ORG

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

Delivery Reference
DIANE CARTER

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/21	190715				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	YEAR SERVICE PLAN: FIVE YEARS OF SHASSIS MANUFACTURES RECOMMENDED SERVICE INTERVALS AND PREVENTATIVE MAINTENANCE ITEMS. THIS INCLUDES LUBRICATION FLUID AND FILTERS, FUEL FILTER, AIR FILTER, AND RECOMMENDED ADJUSTMENTS AS PER MANUFACTURER RECOMMENDED SERVICE PLAN			

1 1000.40.20.2030.2012.2005.0000.0000.47120.

149913.00

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

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total

149913.00

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

Account
1000.40.20.2030.2012.2005.0000.0000.47120.

Amount	Remaining Budget
149913.00	49708.73

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013834-00 FY 2021 Acct No: 1000.40.20.2030.2012.2005.0000.0000.47120. Review: Buyer: Status: Approved	Page 4
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 HANKINSC@CITYOF MOBILE.ORG Delivery Reference DIANE CARTER Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/21	190715				PARKS MAINTENANCE

Account	Amount	Remaining Budget
PARKS MAINTENANCE EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Cancelled	09/03/21	JOHN PAINE	Requisition item removed chang
Approved	07/08/21	DANIEL OTTO	
Approved	09/07/21	DANIEL OTTO	
Approved	09/07/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/07/21	DONALD ROSE	Auto approved by: 9105paij
Approved	09/07/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/07/21	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID 5609	RUSH TRUCK CENTER	RUSH TRUCK CENTER	SANSOM EQUIPMENT	TRUCK EQUIPMENT SALES
8 CUBIC YARD REAR LOADER GARBAGE TRUCK	177,331.66 BYD BODY ON PETERBILT 535	183,901.66 NEW WAY DIAMONDBACK ON PETERBILT 53 5	149,913.00 NEW WAY DIAMONDBACK ON ISUZU NRR CHASSIS	75,625.00 LOADMASTER ELITE 8 YD BID BODY ONLY

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:
08/18/2021	5609	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, September 03, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-3	8 CUBIC YARD REAR LOADER GARBAGE TRUCK					
	2021 or Newer 8 Cubic Yard Rear Loader Garbage Truck on Isuzu NRR or Equal Cab Forward Chassis as per the following and attached specifications.					
	Body Make _____ Model _____					
	Chassis to be Isuzu NRR, with no less than 19,500 lb. GVWR, or Equal Cab Forward Chassis.					
	Make _____ Model _____					
	GVWR _____					
	Body and Chassis will be provided with 5-year service plan and extended warranties.					
	Upon award the City will purchase a minimum of one (1) 8 Cubic Yard Rear Loader Garbage body mounted on 2021 or newer Isuzu NRR or Equal Cab Forward cab and chassis.					
	Vendor shall provide class on care and maintenance of body and chassis. Vendor shall also provide orientation class to mechanics on servicing the garbage body.					
	Pricing and Delivery will be considerations in the award of this bid.					
	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/					
	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 2 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 251-208-7434 or purchasing@cityofmobile.org. Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible. Pricing to be firm for four (4) month period following the award of the bid. At option of City of Mobile and successful vendor, award may be extended for an additional 4-month period. 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.

2021 or Newer Isuzu NRR Chassis Specifications:

19,500 lb. GVWR	Yes or No
Power windows	Yes or No
Power door locks	Yes or No
HVAC system	Yes or No
PTO & idle up switches	Yes or No
5.19 liter 4 cylinder diesel engine (215 hp -452 ft/lb. torque)	Yes or No
6 speed automatic transmission	Yes or No
140 amp alternator	Yes or No
Dual 12 volt batteries w/750CCA	Yes or No
Horizontal exhaust system	Yes or No
Power steering	Yes or No
7275 lb. front axle w/8440 lb. front suspension	Yes or No
14500 lb. rear axle & suspension	Yes or No
Steel wheels	Yes or No
30 gallon fuel tank	Yes or No
High back driver's seat w/two man passenger seat	Yes or No
Exhaust brake	Yes or No
<u>Standard Chassis Warranty</u>	Yes or No

Extended Warranty

Extends standard warranty to (5) years/200,000 miles on base engine, transmission, drive axle, fuel injectors, turbo charger, alternator, starter, water pump, rear drive axle, front I beam axle, crossmembers and after treatment devices.

Yes or No

Five Year Service Plan

Five years of chassis manufacturers recommended service intervals and preventative maintenance items. This includes lubrication fluid and filters, fuel filter, air filter, and recommended adjustments as per manufacturer recommended service plan.

Yes or No

Page 2 of 2

8 Cubic Yard Rear Loader Garbage Body New Way Diamond Back or Equal Specifications:

8 cubic yard body capacity	Yes or No
1 cubic yard material hopper	Yes or No
Safety shutdown & buzzer on curbside hopper wall	Yes or No
Street side body access door on street side w/safety interlock switch	Yes or No
5.6" Color LCD monitor w/rearview camera	Yes or No
Quick connect pressure port	Yes or No
Factory primed and paint-white	Yes or No
(1) Bayne Revolution rotary actuated cart tipper w/control handle	Yes or No
Hopper work lights	Yes or No
(1) Round beacon strobe light	Yes or No
Hot shift PTO w/EOS	Yes or No
Quick connect pressure gauge	Yes or No
10 lb. Fire extinguisher	Yes or No

Five Year Extended Refuse Body Warranty Plan

Includes: body structure and welds, hydraulic components, electrical components and cart tipper.

Yes or No

Five Year Refuse Body Service Plan

Includes: Quarterly inspections of the refuse body w/inspection report, lubrication of all grease points, check and adjust hydraulic pressure and settings, bi-annual hydraulic system fluid changes w/filters.

Yes or No



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:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcan Inc for 1000 stock aluminum signs and 200 span-wire brackets for Traffic Engineering Dept.

General Fund.

Amount of Contract:

\$30,123.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210908 Vulcan Agenda Package POs	Cover Memo	9/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:49 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>16388</u>	2021	(2060) TRAFFIC ENGINEERING	1000 STOCK ALUMINUM STREET SIGNS, 200 SPAN WIRE BRACKETS (MOBILE COUNTY COOPERATIVE BID 63-20)	\$30,123.00	<u>(270972)</u> <u>VULCAN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016388-00 FY 2021 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/21	270972				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER BID NO 63-20 MOBILE COUNTY COMMISSION AND YOUR QUOTE SIGN COMPLETE, MOUNTED ON ALUMINUM BLANK, ALLOY 50-52-H38, . 080 GUAGE, STANDARD HOLES, ALUMINUM TO BE MILL CERTIFIED, SHEETING TO BE 3M DG3 REFLECTIVE SHEETING WITH COMPATIBLE INK, STOP, R1-1, 30", OCTAGON. Additional Description Notes MOBILE COUNTY SIGN CONTRACT: R-SERIES RIGHT OF WAY SERIES, R1-1 STOP (TYPE XI) 30" X 30" Vendor Item Inventory Item/Loc 13166	400.00 EACH	29.89000	11956.00
1 1000.40.20.3005.2060.3005.0000.0000.44020.			11956.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016388-00 FY 2021 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/21	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

002	SIGN COMPLETE, MOUNTED ON ALUMINUM BLANK, ALLOY 50-52-H38, 3M DG3 REFLECTIVE SHEETING ON .080 ALUMINUM, STANDARD HOLES, 36" OCTAGON, R1-1 STOP Additional Description Notes	150.00 EACH	43.31000	6496.50
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MOBILE COUNTY SIGN CONTRACT: R-SERIES RIGHT OF WAY SERIES, R1-1 STOP (TYPE XI) 36" X 36"
Vendor Item

1	1000.40.20.3005.2060.3005.0000.0000.44020.	6496.50
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016388-00 FY 2021 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/21	1270972				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
003 SIGN COMPLETE 36" TRIANGULAR .080 ALUMINUM ALLOY 5052-H38 STANDARD HOLES, 3M DG3 REFLECTIVE SHEETING, LEGEND RED REFLECTIVE ON WHITE BACKGROUND, YIELD R1-2 Additional Description Notes	200.00 EACH	23.15000	4630.00

MOBILE COUNTY SIGN CONTRACT: R-SERIES RIGHT OF WAY SERIES, R1-2 YIELD (TYPE XI) 36" X 36" X 36"

Vendor Item

Inventory Item/Loc 15776

1 1000.40.20.3005.2060.3005.0000.0000.44020.	4630.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

004 SIGN COMPLETE MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38) STANDARD HOLES, 3M HIGH INTENSITY PRISMATIC	100.00 EACH	10.95000	1095.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016388-00 FY 2021 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/21	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	(HIP), .080 ALUMINUM, R6-1L, ONE WAY, LEFT, 36" X 12" Additional Description Notes ----- MOBILE COUNTY SIGN CONTRACT: R-SERIES SPEED AND MOVEMENT SERIES, 2-COLORS (TYPE XI) 36" X 12" Vendor Item Inventory Item/Loc 11244			1095.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

005	SIGN COMPLETE MOUNTED ON ALUM INUM BLANK (ALLOY 5052-H38) ST ANDARD HOLES, 3M HIGH INTENSITY PRISMATIC (HIP), .080 ALUMINUM, R6-1R, ONE W AY, RIGHT, 36" X 12" Additional Description Notes -----	100.00 EACH	10.95000	1095.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016388-00 FY 2021 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/21	1270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE COUNTY SIGN CONTRACT: R-SERIES SPEED AND MOVEMENT SERIES, 2-COLORS (TYPE XI) 36" X 12"			
	Vendor Item			
	Inventory Item/Loc 11243			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1095.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	SIGN COMPLETE 30"x30" .080 ALUMINUM ALLOY 5052-H38, STANDARD HOLES, 3M HIGH INTENSITY PRISMATIC (HIP), BLACK LEGEND ON YELLOW BACKGROUND, W17-1 SPEED HUMP	50.00 EACH	22.81000	1140.50
	Additional Description Notes			
	MOBILE COUNTY SIGN CONTRACT: W SERIES WARNING SERIES, 2-COLORS (TYPE IV) 30" X 30"			
	Vendor Item			

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org =====	Requisition 00016388-00 FY 2021 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 6
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/21	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1140.50
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
007	BRACKET STREET SIGN, OVERHEAD, FOR 3/8" SPAN WIRE CABLE, RIGID SIGN MOUNT, ZINC PLATED STEEL, VULCAN SIGN VS-5 Additional Description Notes ----- MOBILE COUNTY SIGN CONTRACT: STREET SIGN BRACKETS, OVERHEAD, FOR 3/8" CABLE, NO SWING, STANDARD MOUNT Vendor Item	100.00 EACH	17.55000	1755.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1755.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016388-00 FY 2021 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/21	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
008	BRACKET STREET SIGN, OVERHEAD, FOR 3/8" SPAN WIRE CABLE, 3-WAY ADJUSTABLE, FREE SWING SIGN MOUNT, ZINC PLATED STEEL, VULCAN SIGN VS-SWINGER Additional Description Notes ----- MOBILE COUNTY SIGN CONTRACT: STREET SIGN BRACKETS, OVERHEAD, VS-SWINGER Vendor Item	100.00 EACH	19.55000	1955.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1955.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016388-00 FY 2021 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/21	1270972				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 30123.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.		
TRAFFIC ENGINEERING EXP	30123.00	6037.42
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Forward	09/07/21	JOHN PAINE	
Queued	09/02/21	DONNA MICHELE STANLEY	
Queued	09/02/21	DONALD ROSE	
Queued	09/02/21	SANDRA LEWIS	
Queued	09/02/21	MICHAEL SPAFFORD	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016388-00 FY 2021 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 9
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/01/21	270972				TRAFFIC ENGINEERING

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

*Award
9/28/20*

BID NO. 63-20

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT:

BID OPENING DATE: AUGUST 26, 2020

COMPANY		EVERIFY
VULCAN INC.	\$SEE ATTACHED	YES
	\$	

CERTIFIED AS CORRECT

BY *Susan Holland*

SUSAN HOLLAND-PURCHASING AGENT

MOBILE COUNTY COMMISSION
205 Government Street 8TH Fl. South
Mobile, Alabama 36644

REC'D JUL 30 2020

BID INVITATION

BID NO. 63-20

JULY 28, 2020

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items: ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS AS PER ATTACHED SPECIFICATIONS: NOTE: PRICES MUST REMAIN FIRM FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021.

Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Purchasing Agent 251-574-8613, 205 Government St. 8th Fl. S., Mobile, Alabama 36644, to or at bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$15,000: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, postal money order, etc. Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at mobilecountyal.gov.

THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY TERMS Net 30 You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. AUGUST 26, 2020

ALL BIDS MUST BE SEALED, THE WORD "BID", THE BID NUMBER AND THE NAME OF THE ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE. BIDS WILL BE RECEIVED BY THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION

Glenn L. Hodge

GLENN L. HODGE, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum

of see \$ attached list.

Delivery can be made in 30-45 days from receipt of award.

RESPECTFULLY,

BY

David B. Beviacqua
David B. Beviacqua

SAMPLE

E-Verify



Company ID Number: 477783

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Mobile County Commission	
Connie Hudson Name (Please Type or Print)	Title
Electronically Signed Signature	12/21/2011 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	12/21/2011 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Mobile County Commission
Company Facility Address:	205 Government Street
	8th Floor South Tower
	Mobile, AL 36644
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	838001844

IMPORTANT

THIS DOCUMENT MUST BE COMPLETED, SIGNED AND RETURNED
WITH YOUR BID

As a condition for the award of a competitively bid contract to a company having one or more employees in the State of Alabama, the Beason-Hammon Alabama Taxpayer Citizenship and Protection Act, codified at Section 31-13-1, et seq., Code of Alabama (1975), as amended, requires that the company provide, in advance, proof of enrollment in E-Verify. E-Verify is an internet based system operated by the U.S. Department of Homeland Security, which may be used to determine the eligibility of new hires to work in the United States. Further information about enrollment in E-Verify may be found at www.uscis.gov/everify and www.Verify.Alabama.gov.

As proof of enrollment in E-Verify, Mobile County requires a copy of the electronically signed signature page of the contractor's Memorandum of Understanding with the U.S. Department of Homeland Security or Alabama Department of Homeland Security (contractors having fewer than 25 employees may enroll in E-Verify through the state Department of Homeland Security).

Please complete the following and return with your bid:

_____ (company name) has no employees in
the State of Alabama

Or

VULCAN INC., dba Vulcan Signs,

_____ dba Vulcan ALuminum (company name) is enrolled in E-Verify and a copy of the electronically signed signature page of the company's Memorandum of Understanding is attached.

08/24/20

Date

Signature

General Manager

Title

MOBILE COUNTY COMMISSION

BID FORM

Date: 08/24/20

BID # 63-20

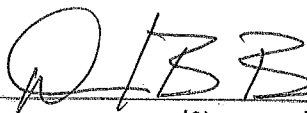
ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT:

Name of Company: VULCAN INC., dba Vulcan Signs, dba Vulcan Aluminum

Company Representative David B. Beviacqua

(Print)

Company Representative



(Signature)

Address PO Box 1850

Foley, AL 36536-1850

Phone Number () 888-846-2645

Fax Number() 251-943-7590

Federal ID Number 63-0513868

Email Address vulcan1@vulcaninc.com

Company Web Address www.vulcaninc.com

Please attach a current W-9.

SPECIFICATIONS

TRAFFIC SIGN MATERIALS

The following specifications shall apply to each item based on type of sign material composition.

A. Sheeting Material

All Sign Sheeting Materials used for all signs for Mobile County Traffic Department shall be in conformance with the ASTM Standard Specification for Reflective Sheeting for Traffic Control, D 4956-09, and approved manufactures of the sheeting Type materials shall be on the approved Alabama Department of Transportation products list for use and only for their "Type" category in which they were qualified.

Bidders will not be permitted to cross bid, (ie: Type IXF being bid as Type IV)

Sign sheeting materials used by Type:

Type IV - High Intensity, retroreflective sheeting, "microprismatic"

Type VIII — Super High Intensity, retroreflective sheeting (ASTM D 4956 Table 2), "microprismatic."

Type XI — Super High Intensity, unmetalized cube corner microprismatic retroreflective sheeting. (ASTM D 4956-09, Table 10)

Type VIII and Type XI reflective sheeting shall meet the minimum coefficients of retroreflection as described in ASTM D4956-09 for type VIII and type XI sheetings, respectively.

1. General characteristics and packaging. The signs supplied shall be of good appearance, free from ragged edges, cracks, and extraneous materials, and show careful workmanship with the messages and border sharply defined.
2. All signs must be protected with slip-sheeting and be packaged in quantities of 10 or less, (50 lbs. max.), with protective closed cell padding placed around outer surfaces.
3. The protective slip-sheeting shall be easily removable. The supplier will replace signs when removable liners will not separate easily from the sign.
4. All costs to return and replace any damaged and unusable signs shall be the sole responsibility of the suppliers.

5. All signs shall conform with the design, size, layout and color standards set by the Manual on Uniform traffic Control Devices, (MUTCD), or by Mobile County only under special request written orders. No other standard will be accepted and all costs to replace the materials, including return shipping and replacement shipping, if requirements are not met, will be the sole responsibility of the bidder.
6. All bidders shall furnish a Material Performance Certification with their bid which certifies that all material furnished under this bid shall have performance life of not less than seven (7) years. Failure of their product within this stipulated period of time will result in the bidder replacing all material in kind in addition to reimbursing Mobile County for all costs involved in the removal, refurnishing and reinstalling signs which are found to be defective.
7. The following abbreviations are used in the itemized sign descriptions:

- F - Fluorescent
- FY - Fluorescent Yellow
- FO - Fluorescent Orange
- FYG - Fluorescent Yellow Green

B. BLANK MATERIAL

All signs shall be made from the following specifications:

1. Material: Aluminum Alloy 5052-H38 .08 thickness unless otherwise noted
2. Mechanical Property Limits:

Tensile Strength - ultimate - 39.0 KSI

- yield - 32.0 KSI

Percentage Elongation in 2" - 4%

Chemical Composition Limits

- Silicon	.45%
- Copper	.10%
- Manganese	.10%
- Magnesium	2.2% - 2.80%
- Chromium	.15% - .35%
- Zinc	.10%
- Aluminum	Remainder

3. Fabrication:

**** Note:** Corner Radius for all street name signs shall be 1/2".**

3.1 All Mounting Holes for Sign Blanks shall meet the Design Standards of the Alabama Manual on Uniform Traffic Control Devices for "U" Channel Posts, punched with 3/8" diameter holes on 1" centers, unless otherwise specified by Mobile County.

4. A representative sample sign blank may be required before shipment of the order.

C. Sign Installation Hardware Accessories

1. All materials shall be made from high strength aluminum under 400 tons pressure. Tensile strength 45,000 PSI, tumbled and de-greased for smoothness and ease of handling.
2. The brackets shall be provided with cadmium plated set screws. Set screws must be able to secure signs in place with minimum 25 inch pounds of applied pressure.
3. All brackets and caps shall be for U-Channel posts.
4. All Hardware shall be appropriate for heavy-duty use.

D. Decal Specifications

Shall be from high gloss, premium, enclosed glass bead lens, retroreflective, printable, polyester film with pressure sensitive permanent adhesive on back side protected by a release liner, The material shall be usable for screen printing application.

Decals shall be able to adhere to painted sign material listed elsewhere in these specifications under normal range of climate conditions expected for the environment of Mobile, Al and shall be good to excellent in dimensional stability and suitable for 2 yrs of service.

The decals shall be printed in contrasting, highly visible colors resistant to heat, chemicals, abrasion and sunlight, with the following information: (layout template attached)

- a. list of years, 2 digits, present through 5 years future,
- b. list of months, alpha/num
- c. list of days of months, 1-31
- d. list of installer - TR1, TR2, OTR
- e. list of work description- RPR, RPL, NEW
- f. statement "A Property of Mobile County, Alabama; WARNING; IT IS UNLAWFUL TO REMOVE OF DEFACE ANY TRAFFIC CONTROL DEVICE; PUNISHABLE BY FINE UP TO \$5000 AND/OR 12 MONTHS IN JAIL; REPORT ANY DAMAGE BY CALLING 251-574-4030"

E. DELIVERY OF MATERIAL

1. Shipment of materials will be to one of the following per each purchase authorization:

Mobile County Traffic Department
Attention: Mr. Tom Hudson
1150 Schillinger Road North
Mobile AL 36608

City of Mobile
Traffic Engineering
852 Gayle St
Mobile, Al 36604

E. ITEMS TO BE BID ON

1. The following groups are listed seSigns with Faces Mounted on Blanks (1 or 2 sided)
Blanks only (without the Sign Faces)
Sign Installation Hardware Accessories
Decals
2. All items on the bid will remain at the unit price each for the duration of the contract life.
3. Mobile County reserves the right to purchase any or all items bid and in any combination. Mobile County will order the minimums listed for each item, but may also order any amount over minimum listed.
4. The bidder selected shall be able to supply all items listed in this bid list.

F. CONTRACT LIFE

The expiration date of this contract will be 1 (one) year from October 1, 2020 through September 30, 2021. The bidder shall supply all items at the unit price listed for the life of the contract

Joint Purchasing Agreement

This contract authorizes the City of Mobile to make purchases, if they so desire, in accordance with Section 41-16-50(b), and authorized by a joint purchasing agreement between the City of Mobile and Mobile County. All ordering, billing, and other transactions by the City of Mobile shall be the sole responsibility of the City of Mobile officials and, for the County of Mobile, be the sole responsibility of the County of Mobile. Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile.

THIS IS AN ALL OR NONE BID

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH
R-SERIES RIGHT-OF-WAY SERIES				
R1-1	STOP (TYPE XI)	30" X 30"	50	<u>29.89</u>
R1-1	STOP (TYPE XI)	36" X 36"	50	<u>43.31</u>
R1-1	STOP (TYPE XI)	48" X 48"	10	<u>74.15</u>
R-SERIES RIGHT-OF-WAY SERIES				
R-1-2	YIELD (TYPE XI)	30" X 30" X 30"	50	<u>16.03</u>
R-SERIES RIGHT-OF-WAY SERIES				
R-1-2	YIELD (TYPE XI)	36" X 36" X 36"	50	<u>23.15</u>
R-SERIES SPEED AND MOVEMENT SERIES				
	2-COLORS (TYPE XI)	18" X 6"	50	<u>4.16</u>
R-SERIES	SPEED AND MOVEMENT SERIES 2-COLOR (TYPE IV)	36" X 12"	50	<u>10.95</u>
R-SERIES	SPEED AND MOVEMENT SERIES 2-COLORS (TYPE IV)	24" X 18"	50	<u>10.95</u>
R-SERIES	SPEED AND MOVEMENT SERIES 2-COLORS (TYPE IV)	24" X 24"	50	<u>14.60</u>
R-SERIES	SPEED AND MOVEMENT SERIES 2-COLORS (TYPE IV)	24" X 30"	50	<u>18.25</u>
R-SERIES SPEED AND MOVEMENT SERIES				
	2-COLORS (TYPE IV)	24" X 36"	50	<u>21.90</u>
	2-COLORS (TYPE XI)	24" X 36"	50	<u>29.28</u>
R-SERIES SPEED AND MOVEMENT SERIES				
	2-COLORS (TYPE IV)	30" X 30"	50	<u>22.81</u>
	2-COLORS (TYPE XI)	30" X 30"	50	<u>30.50</u>
R-SERIES SPEED AND MOVEMENT SERIES				
	2-COLORS (TYPE IV)	30" X 36"	50	<u>27.38</u>
	2-COLORS (TYPE XI)	30" X 36"	50	<u>36.60</u>

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH
R-SERIES	SPEED AND MOVEMENT SERIES			
	3-COLORS (TYPE IV)	30" X 30"	50	25.19
	3-COLORS (TYPE XI)	30" X 30"	50	<u>32.56</u>
R-SERIES	SPEED AND MOVEMENT SERIES			
	3-COLORS (TYPE IV)	24" X 30"	50	20.15
	3-COLORS (TYPE XI)	24" X 30"	50	<u>26.05</u>
R-SERIES	PARKING RESTRICTION SERIES			
	2-COLORS (TYPE IV)	12" X 6"	20	2.32
	2-COLORS (TYPE IV) (.63 thickness)	12" X 6"	20	<u>1.83</u>
R-SERIES	PARKING RESTRICTION SERIES			
	2-COLORS (TYPE IV)	12" X 18"	20	5.75
	2-COLORS (TYPE IV) (.63 thickness)	12" X 18"	20	<u>4.84</u>
R-SERIES	PARKING RESTRICTION SERIES			
	2-COLORS (TYPE IV) (.63 thickness)	12" X 24"	20	<u>6.44</u>
R-SERIES	PARKING RESTRICTION SERIES			
	2-COLORS (TYPE IV)	24" X 30"	20	<u>18.25</u>
R-SERIES	PARKING RESTRICTION SERIES			
	3-COLORS (TYPE IV) (.63 thickness)	12" X 18"	20	5.28
	3-COLORS (TYPE IV)	12" X 18"	20	<u>8.41</u>
	"MARDI-GRAS"			
	3-COLORS (TYPE IV) (.63 thickness)	12" X 24"	50	<u>6.44</u>
R-SERIES	PARKING RESTRICTION SERIES			
	3-COLORS (TYPE IV)	24" X 24"	20	<u>16.12</u>
R-SERIES	PARKING RESTRICTION SERIES			
	3-COLORS (TYPE IV)	24" X 30"	20	<u>20.15</u>
M, D & I - SERIES	GUIDE SERIES			
	2-COLORS (TYPE IV)	21" X 15"	20	<u>12.42</u>
M, D & I - SERIES	GUIDE SERIES			
	2-COLORS (TYPE IV)	24" X 6"	20	<u>5.96</u>

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH
M, D & I - SERIES	GUIDE SERIES			
2-COLORS	(TYPE IV)	24" X 30"	50	<u>18.25</u>
M, D & I - SERIES	GUIDE SERIES			
2-COLORS	(TYPE IV)	30" X 36"	50	<u>27.38</u>
M, D & I - SERIES	GUIDE SERIES			
2-COLORS	(TYPE IV)	48" X 30"	50	<u>36.50</u>
M, D & I - SERIES	GUIDE SERIES			
2-COLORS	(TYPE IV)	60" X 30"	50	<u>45.63</u>
M, D & I - SERIES	GUIDE SERIES			
2-COLORS	(TYPE IV)	72" X 36"	20	<u>65.70</u>
MISCELLANEOUS SERIES				
N-W Crime Stopper				
3 - COLORS	(TYPE IV)	18" X 24"	25	<u>16.41</u>
CD - 1 Evacuation Route				
2 - COLORS	(TYPE IV)	18" diameter	25	<u>11.22</u>
CD - 1 - R Evacuation Route				
2 - COLORS	(TYPE IV)	18" diameter	25	<u>11.22</u>
CD - 1 - L Evacuation Route				
2 - COLORS	(TYPE IV)	18" diameter	25	<u>11.22</u>
CD - 1 - STR Evacuation Route				
2 - COLORS	(TYPE IV)	18" diameter	25	<u>11.22</u>
C - 2 Drug Free School Zone				
2 - COLORS	(TYPE IV)	18" X 12"	25	<u>8.41</u>
CV - 28 - B Adopt - A - Mile				
2 - COLORS	(TYPE IV)	24" X 18"	25	<u>16.41</u>
Neighborhood Watch				
3 - COLORS	(TYPE IV)	18" X 12"	25	<u>8.41</u>
Neighborhood Watch				
3 - COLORS	(TYPE IV) (.63 thickness)	18" X 12"	25	<u>7.48</u>

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH
	Special School Sign			
W-SERIES	3 - COLORS (TYPE XIFYG) WARNING SERIES	96" X 36"	2	195.24
	2-COLORS (TYPE IV)	30" X 30"	50	22.81
	(TYPE XI)	30" X 30"	50	30.50
W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	36" X 18"	50	16.43
	(TYPE XI)	36" X 18"	50	21.96
W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	36" X 36"	50	32.85
	(TYPE XIFY)	36" X 36"	50	43.92
W-SERIES	WARNING SERIES 2-COLORS (TYPE XIFY)	48" X 24"	50	39.04
W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	18" X 24"	50	10.95
W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	24" X 24"	50	14.60
	(TYPE XIFY)	24" X 24"	50	19.52
W-SERIES	WARNING SERIES 2-COLORS (TYPE XIFY)	36" X 12"	50	14.64
W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	36" DIAMETER	50	35.36
	2-COLORS (TYPE XIFY)	36" DIAMETER	50	46.52
W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	36" X 48" X 48"	50	38.45
W-SERIES	WARNING SERIES 3-COLORS (TYPE IV)	36" X 36"	50	36.27
W-SERIES	WARNING SERIES 4-COLORS (TYPE VIIIIFY)	36" X 36"	50	42.75

Signs with Faces Mounted on Blanks

W-SERIES	WARNING SERIES			
	2-COLORS (TYPE IV)	36" X 36"	50	<u>32.85</u>
	(TYPE VIIIIFY)	36" X 36"	50	<u>43.92</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE VIIIFO)	30" X 30"	30	<u>29.69</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE IV)	60" X 36"	30	<u>54.75</u>
	(TYPE VIIIFO)	60" X 36"	30	<u>71.25</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE VIIIFO)	60" X 30"	30	<u>59.38</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE IV)	60" X 24"	30	<u>36.50</u>
	(TYPE VIIIFO)	60" X 24"	30	<u>47.50</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE VIIIFO)	48" X 48"	30	<u>76.00</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE VIIIFO)	48" X 30"	30	<u>37.50</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE VIIIFO)	36" X 18"	30	<u>21.38</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE VIIIFO)	24" X 12"	30	<u>9.92</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE VIIIFO)	24" X 18"	30	<u>14.25</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE VIIIFO)	30" X 24"	30	<u>23.75</u>
W-SERIES	WORK AREA WARNING SERIES			
	2-COLORS (TYPE VIIIFO)	48" X 18"	30	<u>28.50</u>
Miscellaneous				
W-SERIES	W1-8 CHEVRON ALIGNMENT			
	2 COLOR (TYPE XIFY)	24" X 30"	30	<u>24.40</u>
W-SERIES	W1-8 CHEVRON ALIGNMENT			
	2 COLOR (TYPE XIFY)	30" X 36"	30	<u>36.60</u>
S-SERIES	SCHOOL AREA SERIES			
	2-COLORS (TYPE XIFYG)	36" X 36"	30	<u>43.92</u>
S-SERIES	SCHOOL AREA SERIES			
	2-COLORS (TYPE XIFYG)	24" X 30"	30	<u>24.40</u>

Signs with Faces Mounted on Blanks

S-SERIES	SCHOOL AREA SERIES				
	2-COLORS	(TYPE XIFYG)	24" X 8"	30	<u>6.96</u>
S-SERIES	SCHOOL AREA SERIES				
	2-COLORS	(TYPE XIFYG)	24" X 10"	30	<u>8.69</u>
S-SERIES	SCHOOL AREA SERIES				
	3-COLORS	(TYPE XIFYG)	24" X 48"	30	<u>42.19</u>
TYPE I	OBJECT MARKERS	(Including nine reflectors)			
		(TYPE IV)	18" X 18"	50	<u>14.86</u>
TYPE II	OBJECT MARKERS	(WITHOUT REFLECTORS)			
		(TYPE IV)	6" X 12"	50	<u>1.83</u>
TYPE III	OBJECT MARKERS	(with 4" diagonal stripes)			
	2-COLORS	(TYPE XIFY)	12" X 36"	50	<u>14.64</u>
TYPE III	BARRICADE PANEL	(with 6" diagonal stripes)			
	2-COLORS	(TYPE XIFO)	96" X 10"	30	<u>36.48</u>

STREET NAME SIGNS WITH FACES ON TWO SIDES

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH
D-3	OVERHEAD STREET NAME 2-COLOR (TYPE XI)	18" X 48"	20	85.09
D-3	2-COLOR (TYPE XI) (.10 thickness) OVERHEAD STREET NAME	12" X 48"	20	59.31
	2-COLOR (TYPE XI)	18" X 60"	20	111.20
D-3	2-COLOR (TYPE XI) (.10 thickness) OVERHEAD STREET NAME	12" X 60"	20	74.12
	2-COLOR (TYPE XI)	18" X 72"	20	127.64
D-3	2-COLOR (TYPE XI) (.10 thickness) OVERHEAD STREET NAME	12" X 72"	20	88.95
	2-COLOR (TYPE XI)	18" X 96"	20	170.20
D-3	2-COLOR (TYPE XI) (.10 thickness) STREET NAME	12" X 96"	20	118.62
	1-COLOR (TYPE XI)	42" X 9"	100	37.72
D-3	1-COLOR (TYPE XI) (.10 thickness) STREET NAME	42" X 9"	100	38.98
	1-COLOR (TYPE XI)	36" X 8"	100	28.36
D-3	STREET NAME			
	1-COLOR (TYPE XI)	36" X 9"	100	32.32
D-3	1-COLOR (TYPE XI) (.10 thickness) STREET NAME	36" X 9"	100	33.38
	1-COLOR (TYPE XI)	30" X 8"	100	23.67
D-3	STREET NAME			
	1-COLOR (TYPE XI)	30" X 9"	100	27.02
D-3	1-COLOR (TYPE XI) (.10 thickness) STREET NAME	30" X 9"	100	27.87
	1-COLOR (TYPE XI)	24" X 8"	100	19.22
D-3	STREET NAME			
	1-COLOR (TYPE XI)	24" X 9"	100	21.65
	1-COLOR (TYPE XI) (.10 thickness)	24" X 9"	100	22.24

STREET NAME SIGNS WITH FACES ON TWO SIDES

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH
W14-1P DEAD END -> 2-COLORS	(TYPE IV)	36" X 12"	20	<u>10.95</u>
R6-1 ONE WAY -> 2-COLORS	(one left arrow and one right arrow on opposite sides) (TYPE IV)	36" X 12"	20	<u>10.95</u>
W14-2P NO OUTLET -> 2-COLORS	(TYPE IV)	36" X 12"	20	<u>10.95</u>

BLANKS ONLY

SIZE	MIN. QTY	SPECIAL NOTE	UNIT PRICE EACH
4" X 18"	20	(NO HOLES, 1 2 A RADIUS)	<u>1.33</u>
4" X 24"	20	(NO HOLES, 1 2 A RADIUS)	<u>1.67</u>
4" X 30"	20	(NO HOLES, 1 2 A RADIUS)	<u>2.01</u>
4" X 36"	20	(NO HOLES, 1 2 A RADIUS)	<u>2.35</u>
6" X 12"	20		<u>1.76</u>
8" X 18"	20		<u>2.32</u>
8" X 24"	20		<u>2.99</u>
8" X 30"	20		<u>3.74</u>
8" X 36"	20		<u>4.44</u>
9" X 12"	20		<u>2.40</u>
9" X 18"	20		<u>2.57</u>
9" X 24"	20		<u>3.44</u>
9" X 30"	20		<u>4.30</u>
9" X 36"	20		<u>4.98</u>
10" X 18"	20		<u>2.85</u>
10" X 24"	20		<u>3.68</u>
10" X 30"	20		<u>4.61</u>
10" X 36"	20		<u>5.49</u>
10" X 96"	30		<u>14.88</u>

BLANKS ONLY

SIZE	MIN. QTY	SPECIAL NOTE	UNIT PRICE EACH
12" X 18"	20		3.39
12" X 24"	20		4.38
12" X 30"	20		5.50
12" X 36"	20		6.54
12" X 48"	20		8.60
12" X 72"	10		13.02
12" X 96"	30		18.11
18" X 18"	30	(NO HOLES)	4.97
18" X 18"	30	(DIAMOND-WITH 9 HOLES)	5.01
18" X 24"	20		6.56
18" X 30"	20		8.16
18" X 36"	20		9.70
18" X 48"	20		12.83
18" X 60"	20		16.18
18" X 72"	10		19.40
18" X 96"	10		26.04
24" X 24"	50		8.59
24" X 30"	50		10.58
24" X 36"	50		12.77

BLANKS ONLY

SIZE	MIN. QTY	SPECIAL NOTE	UNIT PRICE EACH
24" X 48"	30		16.98
24" X 60"	30		21.29
24" X 96"	30		33.31
30" X 30"	50		13.47
30" X 36"	50		16.11
30" X 48"	30		21.14
30" X 60"	20		26.84
30" X 96"	30		42.36
36" X 36"	50		19.22
36" X 42"	20		22.47
36" X 48"	30		25.55
36" X 60"	30		32.13
36" X 72"	10		37.86
36" X 96"	30		50.81
48" X 48"	50		33.89
48" X 60"	30		42.23
48" X 72"	10		50.03
48" X 96"	10		66.71

Sign Installation Hardware Accessories

Description	Minimum Quantity	Unit Price
Chevron Brackets		
Adjustable Bracket for 24" x 30" signs	50	<u>26.90</u>
Adjustable Bracket for 30" x 36" signs	50	<u>28.90</u>
Street Sign Brackets		
#457 Universal Bracket for flat blades	50	<u>2.69</u>
12" Adjustable Cross-Tee for flat blade street signs	100	<u>13.57</u>
12" Adjustable Cap for U-Channel Post and flat blade sign	100	<u>13.11</u>
VS-7 Cross, 6" blade holder Bolt thru bracket with BHP-766 vandal proof bolts	100	<u>5.92</u>
VS-12 U-Channel Cap 180°	100	<u>8.12</u>
VS-12 U-Channel Cap 90°	50	<u>8.12</u>
BHP 76L 5/16" vandal proof bolts in quantity of 100	5	<u>.25</u>
BHP 4 TOOL FOR BHP 76L	20	<u>3.25</u>
Cantilever		
for 14 2 A Flat Blades	50	<u>5.35</u>
for 14 2 A Flat Blades with bolt thru security	50	<u>5.92</u>
for 24" Flat Blades	50	<u>11.27</u>
Overhead		
for 3/8" Cable no swing, standard mount	50	<u>17.55</u>
VS-Swinger	50	<u>19.55</u>

Decals

County Sign Maintenance Decal	500	1.40
City of Mobile Maintenance Decal	500	1.55

Accessories

Post Covers 3" x 72" (0,63)	Type XIF	Red	8.48
	XI	Yellow	8.48
		F.Y.G	8.48
	Type IV	White	6.37

As the supplier of the above materials, the following sheeting manufacturers will be used for each specific AType@, which has Alabama Department of Transportation approval.

Note: In the event there is no approved sheeting manufacturer for a AType@, please note "Type@ as NO APPROVED MANUFACTURE.

Manufacture to supply sign sheeting materials by Type:

Type IV - High Intensity, (unmetallized micro prismatic, RA values of Table 1)
Series # 3930 HIP
Manufacturer: 3M

Type VIIIF-Super High Intensity, Flourescent
(unmetallized micro prismatic, RA values of Table 2)
Series #: 3920
Manufacturer: 3M

Type XI Super High Intensity, full cube -
(unmetallized micro prismatic, RA values of
Table 3)
Series #: 4090 DG3
Manufacturer: 3M

Type XIF Super High Intensity, full cube - Flourescent
(unmetallized micro prismatic, RA values of
Table 3)
Series #: 4080 DG3
Manufacturer: 3M

Bidder agrees to use only the manufactured sheeting material as listed above. Any changes shall be granted only by Mobile County in writing prior to order being processed. Any attempt to use any different sheeting shall constitute fraud and the bidder shall collect, at bidder=s expense, all materials sent to Mobile County, paying all costs for the removal, if installed by Mobile County, and will forfeit their contract with Mobile County for this bid.

As Bidder, I Agree to all terms

Date _____ Signature WBB

DECAL TEMPLATE

Decal shall measure approximately 3 in X 5 in, by 6 mils
 Sheeting Type I – Engineer Grade, Class 1 adhesive

YEARS	MONTHS						
							TR1
PROPERTY OF MOBILE COUNTY, ALABAMA WARNING IT IS UNLAWFUL TO REMOVE OR DEFACE ANY TRAFFIC CONTROL DEVICE PUNISHABLE BY FINE UP TO \$5000 AND/OR 12 MONTHS IN JAIL. REPORT ANY DAMAGE BY CALLING (251) 574-4030							TR2
							OTH
							RPR
							RPL
							NEW
DAYS 1-31							

DECAL/SIGN DATING/IDENTIFICATION

SIZE: 5.5" X 3" ON YELLOW HWY SIGN GRADE REFLECTIVE SCOTCHLITE SHEETING;
 BLACK IMPRINT, CURRENT YEARS TO BE APPROVED

**CITY OF MOBILE
 TRAFFIC ENGINEERING DEPARTMENT
 852 GAYLE STREET
 MOBILE ALABAMA 36604**

WARNING

**IT IS UNLAWFUL TO REMOVE OR DEFACE
 AN OFFICIAL ROAD SIGN OR TRAFFIC
 CONTROL DEVICE. PUNISHABLE BY FINE
 AND/OR IMPRISONMENT.**

**REPORT DAMAGE BY CALLING (251) 208-5311
 OR 311 (24 HOURS A DAY)**

1	2	3	4	5	6	09	10	11	12	13	7	8	9	10	11	12
---	---	---	---	---	---	----	----	----	----	----	---	---	---	----	----	----



Company ID Number: 259974

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Vulcan, Inc.**

Gail E Thomas-Jackson

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/01/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/01/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 259974

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Vulcan, Inc.

Company Facility Address: 410 E. Berry Avenue

Foley, AL 36535

Company Alternate

Address: PO Box 1850

Foley, AL 36535

County or Parish: BALDWIN

Employer Identification

Number: 63051386

North American Industry
Classification Systems

Code: 331

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 259974

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Flora A Morris	Fax Number:	(251) 943 - 9270
Telephone Number:	(251) 943 - 7000		
E-mail Address:	FloraA@vulcaninc.com		
Name:	Gail E Thomas-Jackson	Fax Number:	(251) 972 - 1596
Telephone Number:	(251) 972 - 1396		
E-mail Address:	gailtj@vulcaninc.com		
Name:	Patricia R Wilkins	Fax Number:	(251) 943 - 9270
Telephone Number:	(251) 943 - 7000		
E-mail Address:	dee@vulcaninc.com		
Name:	David M Mullins	Fax Number:	(251) 943 - 9270
Telephone Number:	(251) 943 - 7000		
E-mail Address:	dmullins@vulcaninc.com		

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Vulcan, Inc.	
2 Business name/disregarded entity name, if different from above DBA Vulcan Aluminum, Vulcan Signs, Vulcan Metal Stampings, Vulcan Utility Signs, Vulcan Aluminum Mill	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. P O Box 1850	Requester's name and address (optional)
6 City, state, and ZIP code Foley, AL 36536-1850	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
6	3		-	0	5	1	3	8 6 8

Part II Certification

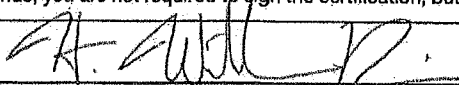
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 8/24/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Danahy

Nick Ambarger

Rick Lamberson

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

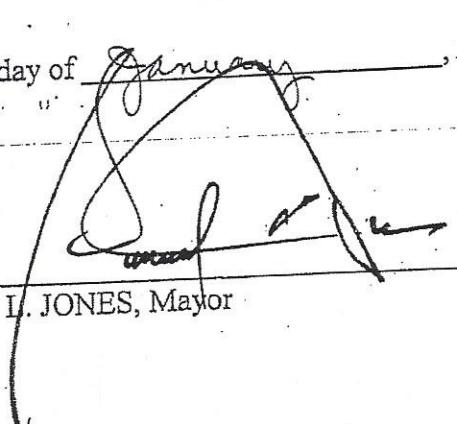
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

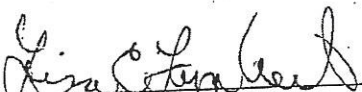
6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2010.



SAMUEL L. JONES, Mayor

ATTEST:



City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications.

~~When purchasing off a joint bid, each party shall be solely responsible for issuing its own~~

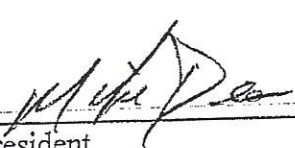
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

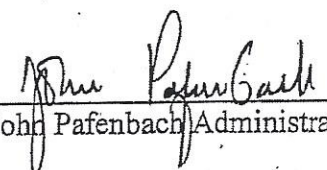
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰9.


Mike Dean, President

ATTEST:


John Pafenbach Administrator



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of a purchase order to Emergency Equipment Professional Inc for one Demers Crestline CCL 150 Ambulance with GM 3500 4X4 chassis.

General Fund.

Amount of Contract:

\$170,223.42

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210909 EEP Agenda Package POs	Cover Memo	9/9/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:48 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>16407</u>	2021	(1510) FIRE ADMINISTRATION	DEMERS CRESTLINE CCL150 AMBULANCE W/GM 3500 4X4 CHASSIS (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$170,223.42	(294963) <u>EMERGENCY</u> <u>EQUIPMENT</u> <u>PROFESSIONAL</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016407-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/08/21	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 AMBULANCE TYPE 1 MODULAR	1.00 EACH	170223.47000	170223.47

Additional Description Notes

AMBULANCE: CRESTLINE BY DEMERS, TYPE 1; CONTRACT AM10-20;
 Product Code: AM20EA25 Description:
 Type I, CCL150 GM 3500 150"L x 96"W x 68"H For headroom;
 INCLUDING:
 D9 - 4x4 Chassis, ILO 4x2
 D24 - Aluminum Interior Cabinets, Painted
 D40 - Stealth/Hidden Door Lock Switch
 D76 - Flooring Lonplate I/II
 D162 - Camera Backup & Patient Compartment
 D232 - Inverter, Xantrex
 Graphics Package
 Germaway UV-C Light Install
 Ferno Monitor Mount
 Diesel Engine Upgrade
 OTHER OPTIONS: FSI Acrylic Trays
 Team One Communications
 Installation of Medvault, SCBA Brackets, & Cardiac Monitor Mount
 Ferno Pro F1 Fastener

PRICING AS PER HGACBUY CONTRACT AM10-20 PRODUCT CODE AM20EA25 AND YOUR QUOTE DATED 8-27-2021

Vendor Item

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016407-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
--	--	--------

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/08/21	294963				FIRE ADMINISTRATION

LN	Description / Account Inventory Item/Loc 722	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01510 .VEHICLEEXP.			170223.47

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

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

[Requisition Link](#)

Requisition Total	170223.47
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01510 .VEHICLEEXP.	170223.47	.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120. MOTOR POOL EXP	170223.47	
VEHICLE ACQ (GREATER \$5000)		

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

=====	=====
Bill To	Requisition 00016407-00 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	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	
USA	Delivery Reference
Tel#205-685-8200	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
-----	-----
09/08/21	294963
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
	Rejected 09/08/21 DIANE MCCARTY	CORRECTION		
	Approved 09/08/21 DIANE MCCARTY			
	Queued 09/08/21 JOHN PEAVY			
	Queued 09/08/21 JAMES DELAPP			
	Pending DONNA MICHELE STANLEY			
	Pending DONALD ROSE			
	Pending SANDRA LEWIS			
	Pending JOHN PAINE			

Authorized By: _____ Date: _____

Signature

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Demers Ambulance USA Inc - Public Services -- 20-01049

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Demers Ambulance USA Inc, hereinafter referred to as the Contractor, having its principal place of business at 1170 Production Drive, Van Wert, OH 45891.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Demers Ambulance USA Inc

Signature 
DD92A510CFFF4C2...

Name Alain Brunelle

Title President

Date 10/19/2020

H-GAC  DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/21/2020

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Demers Ambulance USA Inc - Public Services -

20-01049

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A Demers Ambulance USA Inc Ambulances, EMS & Other Special Service Vehicles Contract No.: AM10-20		
E. Demers		
These units can only be sold outside Texas		
A. Ambulance		
AM20EA01	Type I, MXP150E FORD V8 P-up F350 4x2, 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$151,223.00
AM20EA02	Type I, MXP150E FORD V8 P-up F450 4x2, 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$154,041.00
AM20EA03	Type I, MXP150E GM V8 P-up 4x2, 3500 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$152,993.00
AM20EA04	Type I, MXP150E GM V8 P-up 4500 4x2, 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$160,386.00
AM20EA05	Type I, MXP150E RAM P-up 4500 4x2, 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$153,038.00
AM20EA06	Type I, MXP153E FORD V8 P-up F350 4x2, 153"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$169,789.00
AM20EA07	Type I, MXP153E FORD V8 P-up F450 4x2, 153"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$172,608.00
AM20EA08	Type I, MXP153E GM V8 P-up 4500 4x2, 153"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$178,953.00
AM20EA09	Type I, MXP153E RAM P-up 4500 4x2, 153"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$176,862.00
AM20EA10	Type I, MXP170E FORD V8 P-up F450 4x2, 170"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$168,586.00
AM20EA11	Type I, MXP170E RAM V8 P-up 4500 4x2, 170"L x 95"W x 72" HR	\$164,878.00
AM20EA12	Type I, MXP170E RAM V8 P-up 5500 4x2, 170"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$166,850.00
AM20EA13	Type I, MXP170E Freightliner M2 P-up 170"L x 95"W x 72" HR Multiplex, Heads up console, Autoboot	\$196,369.00
AM20EA14	Type II, EXE Mercedes Diesel Van Sprinter 2500 76" HR Multiplex, Heads up console, Aerodynamic roof design	\$89,956.00
AM20EA16	Type II, TSE Ford Transit Mid Height Roof Van Multiplex, Aerodynamic roof design	\$86,369.00
AM20EA18	Type III, MX151 FORD V8C/W E350 151"L x 88"W x 68" HR Multiplex, Heads up console, Autoboot	\$121,709.00
AM20EA19	Type III, MX152E Mercedes Diesel C/W Sprinter 3500, 152"L x 86"W x 72" HR Multiplex, Heads up console,	\$150,635.00
AM20EA20	Type III, MX164 FORD V8C/W E350 164"L x 95"W x 72" HR Multiplex, Heads up console, Autoboot	\$139,682.00
AM20EA21	Type III, MX164 FORD V8 C/W E450 164"L x 95"W x 72" HR Multiplex, Heads up console, Ecosmart, Autoboot	\$139,550.00
AM20EA22	Type III, MX164 GM V8 C/W 4500 164"L x 95"W x 72" HR Multiplex, Heads up console, Ecosmart, Autoboot	\$139,865.00
AM20EA23	Type I, CCL150 Ford F350 150"L x 96"W x 68"H	\$133,410.00
AM20EA24	Type I, CCL150 Ford F450 150"L x 96"W x 68"H	\$136,289.00
AM20EA25	Type I, CCL150 GM 3500 150"L x 96"W x 68"H	\$141,412.00

AM20EA26	Type I, CCL150 Dodge B4500 150"Lx96"Wx68"W	\$131,083.00
AM20EA27	Type III, CCL150 Ford V8 C/W E350 150"L x 96"W x 68"H	\$105,517.00
AM20EA28	Type III, CCL150 GM V8 C/W G3500 150"L x 96"W x 68"H	\$103,054.00
E. Remounts (See Section B, p. 8 Items for specifics regarding "Remount" pricing)		
AM20EE01	Type III REMOUNT, MX160 Ford gas C/W E350 160"long x 95" wide x 68"HR Multiplex, Heads up console	\$106,712.00
AM20EE02	Type III REMOUNT, MX160 GM gas C/W 3500 160"long x 95" wide x 68"HR Multiplex, Heads up console	\$109,703.00
AM20EE03	Type III REMOUNT, MX144 Ford gas C/W E350 144"long x 89" wide x 64"HR Multiplex, Heads up console	\$103,062.00
AM20EE04	Type III REMOUNT, MX144 GM gas C/W 3500 144"long x 89" wide x 64"HR Multiplex, Heads up console	\$106,052.00

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



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

Rachel Laurie Riddle
Chief Examiner

May 27, 2021

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC 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
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), 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 H-GAC pursuant to the competitive bid laws of the State of Texas.

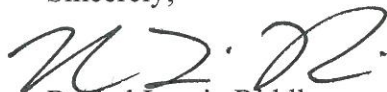
Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory 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 H-GAC, 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 H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC'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:9/21/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional Inc for one Demers Crestline CCL 150 ambulance with Ford F350 4X4 chassis.

General Fund.

Amount of Contract:

\$180,536.47

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210909 EEP2 Agenda Package POs	Cover Memo	9/9/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	9/9/2021 - 2:50 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>16412</u>	2021	(1510) FIRE ADMINISTRATION	DEMERS CRESTLINE CCL150 AMBULANCE W/FORD F350 4X4 CHASSIS (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$180,536.47	(294963) <u>EMERGENCY</u> <u>EQUIPMENT</u> <u>PROFESSIONAL</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016412-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/08/21	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 AMBULANCE TYPE 1 MODULAR	1.00 EACH	180536.47000	180536.47

Additional Description Notes

AMBULANCE, CRESTLINE BY DEMERS TYPE I CONTRACT AM10-20; PRODUCT CODE: AM20EA23; DESCRIPTION: Type I, CCL150 Ford F350 150"L x 96"W x 68"H for headroom;
INCLUDES OPTIONS:
D14 - Wheel Simulators, Chrome Finish
D24 - Aluminum Interior Cabinets, Painted
D40 - Stealth/Hidden Door Lock Switch
D76 - Flooring Lonplate I/II
D152 - Digital Clock
D162 - Camera Backup & Patient Compartment
D165 - Additonal 12 Volt Outlet
D221 - Shore Inlet - Kussmaul 15A Super Auto-Eject
D232 - Inverter, Xantrex
D4 - Rear Suspension Liquid Spring
D9 - 4x4 Chassis, ILO 4x2
Graphics Package
Germaway UV-C Light Install
Ferno Monitor Mount
Diesel Engine Upgrade
Other Options:
FSI Acrylic Trays
Team One Communications
Installation of Medvault, SCBA Brackets, & Cardiac Monitor Mount
Ferno Pro F1 Fastener
Install Kussmaul 20-amp Super-Auto Eject with Charger Indicator Light

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016412-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/08/21	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PRICING AS PER HGACBUY CONTRACT AM10-20 PRODUCT CODE AM20EA23 AND YOUR QUOTE DATED 8-27-2021			

Vendor Item
Inventory Item/Loc 722

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01510 .VEHICLEEXP.	180536.47
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

[Requisition Link](#)

Requisition Total	180536.47
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01510 .VEHICLEEXP.	180536.47	.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016412-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/08/21	294963				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		
	180536.47	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Rejected	09/08/21	DIANE MCCARTY	CORRECTION
Approved	09/08/21	DIANE MCCARTY	
Queued	09/08/21	JOHN PEAVY	
Queued	09/08/21	JAMES DELAPP	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____
Signature

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Demers Ambulance USA Inc - Public Services -- 20-01049

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Demers Ambulance USA Inc, hereinafter referred to as the Contractor, having its principal place of business at 1170 Production Drive, Van Wert, OH 45891.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Demers Ambulance USA Inc

Signature 
DD92A510CFFF4C2...

Name Alain Brunelle

Title President

Date 10/19/2020

H-GAC 

Signature 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/21/2020

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Demers Ambulance USA Inc - Public Services -

20-01049

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A Demers Ambulance USA Inc Ambulances, EMS & Other Special Service Vehicles Contract No.: AM10-20		
E. Demers		
These units can only be sold outside Texas		
A. Ambulance		
AM20EA01	Type I, MXP150E FORD V8 P-up F350 4x2, 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$151,223.00
AM20EA02	Type I, MXP150E FORD V8 P-up F450 4x2, 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$154,041.00
AM20EA03	Type I, MXP150E GM V8 P-up 4x2, 3500 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$152,993.00
AM20EA04	Type I, MXP150E GM V8 P-up 4500 4x2, 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$160,386.00
AM20EA05	Type I, MXP150E RAM P-up 4500 4x2, 150"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$153,038.00
AM20EA06	Type I, MXP153E FORD V8 P-up F350 4x2, 153"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$169,789.00
AM20EA07	Type I, MXP153E FORD V8 P-up F450 4x2, 153"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$172,608.00
AM20EA08	Type I, MXP153E GM V8 P-up 4500 4x2, 153"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$178,953.00
AM20EA09	Type I, MXP153E RAM P-up 4500 4x2, 153"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$176,862.00
AM20EA10	Type I, MXP170E FORD V8 P-up F450 4x2, 170"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$168,586.00
AM20EA11	Type I, MXP170E RAM V8 P-up 4500 4x2, 170"L x 95"W x 72" HR	\$164,878.00
AM20EA12	Type I, MXP170E RAM V8 P-up 5500 4x2, 170"L x 95"W x 72" HR Multiplex, Ecosmart, Autoboot	\$166,850.00
AM20EA13	Type I, MXP170E Freightliner M2 P-up 170"L x 95"W x 72" HR Multiplex, Heads up console, Autoboot	\$196,369.00
AM20EA14	Type II, EXE Mercedes Diesel Van Sprinter 2500 76" HR Multiplex, Heads up console, Aerodynamic roof design	\$89,956.00
AM20EA16	Type II, TSE Ford Transit Mid Height Roof Van Multiplex, Aerodynamic roof design	\$86,369.00
AM20EA18	Type III, MX151 FORD V8C/W E350 151"L x 88"W x 68" HR Multiplex, Heads up console, Autoboot	\$121,709.00
AM20EA19	Type III, MX152E Mercedes Diesel C/W Sprinter 3500, 152"L x 86"W x 72" HR Multiplex, Heads up console,	\$150,635.00
AM20EA20	Type III, MX164 FORD V8C/W E350 164"L x 95"W x 72" HR Multiplex, Heads up console, Autoboot	\$139,682.00
AM20EA21	Type III, MX164 FORD V8 C/W E450 164"L x 95"W x 72" HR Multiplex, Heads up console, Ecosmart, Autoboot	\$139,550.00
AM20EA22	Type III, MX164 GM V8 C/W 4500 164"L x 95"W x 72" HR Multiplex, Heads up console, Ecosmart, Autoboot	\$139,865.00
AM20EA23	Type I, CCL150 Ford F350 150"L x 96"W x 68"H	\$133,410.00
AM20EA24	Type I, CCL150 Ford F450 150"L x 96"W x 68"H	\$136,289.00
AM20EA25	Type I, CCL150 GM 3500 150"L x 96"W x 68"H	\$141,412.00

AM20EA26	Type I, CCL150 Dodge B4500 150"Lx96"Wx68"W	\$131,083.00
AM20EA27	Type III, CCL150 Ford V8 C/W E350 150"L x 96"W x 68"H	\$105,517.00
AM20EA28	Type III, CCL150 GM V8 C/W G3500 150"L x 96"W x 68"H	\$103,054.00
E. Remounts (See Section B, p. 8 Items for specifics regarding "Remount" pricing)		
AM20EE01	Type III REMOUNT, MX160 Ford gas C/W E350 160"long x 95" wide x 68"HR Multiplex, Heads up console	\$106,712.00
AM20EE02	Type III REMOUNT, MX160 GM gas C/W 3500 160"long x 95" wide x 68"HR Multiplex, Heads up console	\$109,703.00
AM20EE03	Type III REMOUNT, MX144 Ford gas C/W E350 144"long x 89" wide x 64"HR Multiplex, Heads up console	\$103,062.00
AM20EE04	Type III REMOUNT, MX144 GM gas C/W 3500 144"long x 89" wide x 64"HR Multiplex, Heads up console	\$106,052.00

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



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

Rachel Laurie Riddle
Chief Examiner

May 27, 2021

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC 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
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council (“H-GAC”), 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 H-GAC pursuant to the competitive bid laws of the State of Texas.

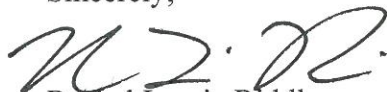
Based on the Department’s review, the competitive bid process used by H-GAC is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory 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 H-GAC, 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 H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC’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:9/21/2021

Submitted by:

Shayla Beaco, Executive Director Build Mobile

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize the transfer of funds in the amount of \$10,761.74 from Historic Development's Operating Budget to Historic Development's Grant Fund (50025002.93010) to be used as a grant match for the Alabama Historical Commission Certified Local Government (CLG) Grant Program.

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
Accounting Daniels, Bettye	Approved	9/1/2021 - 4:30 PM
Legal Kern, Chris	Approved	9/9/2021 - 9:53 AM
Legal Kern, Chris	Approved	9/9/2021 - 9:53 AM
Mayors Office Barber, James	Approved	9/9/2021 - 2:50 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Michelle Melton, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson & Councilperson C. J. Small

Purpose and Scope of Project:

To install fabric-faced batt insulation in an existing gymnasium ceiling at Taylor Park Community Center.

Amount of Contract:

\$119,320.00

Funding Source

Project # Taylor Park Community Center – Roof
Insulation Improvements PR-052-21

Discretionary Funds

Project String C0538 CIP Parks-Taylor Park Pool
and Gym (20002000-48010) 2021 CIP D3

Contract Number:3442

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	9/7/2021 - 11:12 AM
Capital	Hollins, Tiffany	Approved	9/7/2021 - 12:15 PM
Legal	Kern, Chris	Approved	9/9/2021 - 11:29 AM
Mayors Office	Barber, James	Approved	9/9/2021 - 2:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Michelle Melton, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson & Councilperson Levon C. Manzie

Purpose and Scope of Project:

To provide an engineering design package for replacing chiller, boiler, AHUs and pumps at the Convention Center

Amount of Contract:

\$91,840.00

Funding Source

Project # Arthur R. Outlaw Convention Center –
Mechanical Upgrades CN-041-21

Discretionary Funds

Project String C0579 Convention Center-Mechanical
Upgrades (20002000-42200)

Contract Number:3447

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	9/8/2021 - 2:56 PM
Capital	Hollins, Tiffany	Approved	9/8/2021 - 4:06 PM
Legal	Kern, Chris	Approved	9/9/2021 - 11:16 AM
Mayors Office	Barber, James	Approved	9/9/2021 - 2:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Michelle Melton, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson & Councilperson John C. Williams

Purpose and Scope of Project:

To provide re-covering of the gymnasium roof at the Azalea Road Complex

Amount of Contract:

\$97,134.00

Funding Source

Project # Azalea Road Complex – Gymnasium Roof
Re-Covering PR-010-21 **Discretionary Funds**

Project String C0550 CIP Azalea Rd Complex BIC
Adult Center (2021 CIP ID#2021-P-031 D4) **Contract Number:**3448
(20002000-48010)

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	9/8/2021 - 3:01 PM
Capital	Hollins, Tiffany	Approved	9/8/2021 - 4:17 PM
Legal	Kern, Chris	Approved	9/9/2021 - 10:19 AM
Mayors Office	Barber, James	Approved	9/9/2021 - 2:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - C. J. Small - District 3

Purpose and Scope of Project:

Asbestos Abatement and Demolition of Structures at 1050 Dauphin Island Parkway Consist of (45) Buildings, (42) Single-Stories Buildings, and (3) Two-Stories Buildings including Maintenance Building and Laundry Building.

Amount of Contract:

\$448,750.00

Effective Date of Contract:

9/14/2021

Funding Source

Project # Woodlawn Apartments - Asbestos
Abatement and Demolition - ME-035-20; ME-045-20

Discretionary Funds N/A

Project String C0111-20002000-48010

Contract Number:3450

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	Jackson, Gary	Approved	9/8/2021 - 5:09 PM
Capital	Hollins, Tiffany	Approved	9/9/2021 - 12:06 PM
Legal	Kern, Chris	Approved	9/9/2021 - 3:16

Mayors Office	Barber, James	Approved	PM 9/9/2021 - 2:50
City Clerk	Merchant, Mary Ann	Approved	PM 9/9/2021 - 3:19
Legal	Kern, Chris	Approved	PM 9/9/2021 - 3:16



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

John Peavy, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Emerald Coast Utilities Authority for Recycling Services.

General Fund.

Amount of Contract:

N/A to be purchased at unit prices indicated- approx \$25K/year

Funding Source

Project #

Project String 10042086 42060

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2021 Agenda Package ECUA oneyear contract	Cover Memo	9/8/2021

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Andrews, Kina	Approved	9/9/2021 - 8:22 AM
Budget	Sapp, Celia	Approved	9/9/2021 - 7:29 AM
Legal	Kern, Chris	Approved	9/9/2021 - 9:58 AM
Legal	Kern, Chris	Approved	9/9/2021 - 9:58 AM

Mayors
Office

Barber, James

Approved

9/9/2021 - 2:51
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 Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Emerald Coast Utilities Authority, for a period to begin October 1, 2021, and to expire on September 30, 2022, renewable annually for up to three additional years without further City Council Approval, for the receipt and processing of City of Mobile recyclables 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

**AGREEMENT FOR THE ACCEPTANCE AND PROCESSING
OF SOURCE SEPARATED RECYCLABLES**

This Agreement for the Acceptance and Processing of Source Separated Recyclables (hereinafter “Agreement”) is made and entered into as of this ____ day of _____, 2021, by and between the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter “ECUA”) with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter “City” or “City of Mobile”), with administrative offices located at 205 Government St, Mobile, Alabama (each at times also being referred to as a “Party” or collectively as “Parties”).

W I T N E S S E T H:

WHEREAS ECUA is authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements with polities in another State on a basis of mutual benefit and advantage, and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS the City of Mobile is authorized to enter into Agreements with local governmental entities in another State which it believes to be mutually beneficial to both public entities;

WHEREAS the City of Mobile operates Recycling Drop-Off Centers which are strategically located in Mobile, Alabama, and at which individuals may deposit Source Separated Recyclables which have been removed from the City’s solid waste stream;

WHEREAS the Source Separated Recyclables collected pursuant to this curbside recycling collection program must be processed and sorted into separate commodities so as to facilitate their resale so that the Recyclable Materials may be recycled and put to beneficial use;

WHEREAS ECUA has a Materials Recovery Facility (MRF) which is capable of processing Source Separated Recyclables;

WHEREAS the City of Mobile would like to deliver all of the Source Separated Recyclables collected at its Recycling Drop-Off Centers during the term of the agreement

to the ECUA MRF so that the Source Separated Recyclables may be processed, segregated into recyclable commodities, and put to beneficial use;

WHEREAS both Parties have independently determined that entry into this Agreement will be mutually beneficial and inure to the benefit of their respective electorates; and,

WHEREAS the Parties desire to clarify the terms and conditions under which the City may deliver and the ECUA MRF may accept Source Separated Recyclables collected at the City's Recycling Drop-Off Centers.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. As used in this Agreement the following terms shall have the following meanings:

2.1 *Applicable Law* -- shall mean all applicable federal, state and local statutes, codes, ordinances and standards and all applicable rules, regulations, licenses, permits, registrations, approvals, decisions, authorizations, judgments, orders, writs, decrees, directives or other action adopted, issued or taken by a governmental authority.

2.2 *Construction and Demolition Waste or C&D Waste* -- shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures, or as otherwise defined from time to time. Such wastes include, but are not limited to, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

2.3 *ECUA MRF* -- shall refer to the Municipal Recycling Facility designed and constructed by ECUA which is located at the Perdido Landfill at 13009 Beulah Road, Cantonment, Florida 32533.

2.4 *Effective Date* -- shall mean October 1, 2021.

2.5 *Garbage* -- shall mean any putrescible animal and/or vegetative waste resulting from the handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and further includes the packaging materials and containers, but excepting such materials that may be serviced by garbage grinders and handled as household sewage.

2.6 *Hazardous Waste* -- shall mean (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as may be amended from time to time, including: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") and the regulations contained in 40 CFR Parts 260-281, (ii) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766, and (iii) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (b) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40; (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. § § 11002(a), 110239(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; (d) a material or substance which may endanger health or safety, including any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong sensitizer, or which generate pressure through decomposition, heat or other means if such materials or substances may cause injury, illness or harm to humans, domestic animals, livestock or wildlife; (e) a material falling within the definition of Fla. Stat. § 403.703(13); or (f) a material or substance that is treated as a hazardous or toxic waste, substance, or material by any Applicable Law or is otherwise prohibited from being deposited in a municipal solid waste processing facility

under Applicable Law. Household Hazardous Waste contained in SSR shall not be considered Hazardous Waste for purposes of this Agreement and shall be accepted at the Facility if such acceptance is in compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials or substances which are not Hazardous Waste as of the Effective Date, if any Applicable Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

2.7 *Municipal Solid Waste or MSW* -- shall mean Garbage, household waste, and commercial solid waste; provided that for the purposes of this Agreement, Municipal Solid Waste shall not include Source Separated Recyclables, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires.

2.8 *Perdido Landfill* -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.9 *Prohibited Materials* -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.10 *Recyclables or Recyclable Materials* -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The terms Recyclables and Recyclable Materials shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Styrofoam, or scrap tires. The list of Recyclables may be expanded or contracted from

time to time as determined by ECUA and the operator of the ECUA MRF, if any.

2.11 *Rejects* -- shall refer to materials collected along with the Recyclable Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.12 *Residue* -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.13 *Shutdown* -- shall refer to those times in which the operator of the ECUA MRF is unable to receive Source Separated Recyclables for any reason except Force Majeure.

2.14 *Source Separated Recyclables or SSR* -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that incidental amounts of Rejects may be collected and delivered with Source Separated Recyclables as a normal part of a recycling collection program.

2.15 *Special Handling Waste* -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.16 This paragraph is intentionally left blank.

2.17 *Unacceptable Waste* -- shall mean (a) Hazardous Waste, explosives and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludge, highly flammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics,

poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as “white goods” including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 *et seq.*, or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a “waste ban,” shall, at the time of such determination, be considered Unacceptable Waste.

2.18 *Yard Waste* -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The initial term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.4, above, and end on September 30, 2022. Provided, however, that the Parties may extend the term of this Agreement upon mutual written agreement.

4. Termination of Contract. The parties reserve the right to terminate this Agreement at any time upon thirty (30) days notice to the other party. In the event that the Agreement is terminated, the City shall be responsible for the payment for all work performed by ECUA to the point of termination.

5. Delivery and Acceptance of Source Separated Recyclables.

a. *Delivery of Source Separated Recyclables to ECUA*. Beginning on the Effective Date and throughout the term of this Agreement, the City will deliver, or cause to be delivered, at the City’s expense, to the ECUA MRF, all SSR collected at the

City's Recycling Drop-Off Centers.¹

b. *Right to Reject Loads Containing Excess Rejects.* In the event that SSR delivered to the ECUA MRF pursuant to this Agreement contains Rejects in excess of twenty-five percent (25%) by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, the City shall be liable for a processing fee of \$250 per load plus the disposal costs attributable to that entire rejected load at the Perdido Landfill, at the rates established by Escambia County which are then in effect.² Moreover, in the event that the City's SSR has excess Reject contamination on three separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his designee, in his sole discretion, may terminate this Agreement and disqualify the City from further deliveries.

c. *Charges to the City.* In addition to any fees assessed pursuant to paragraph 4.b, above the City shall be compensated/charged monthly for each ton of SSR processed at the ECUA MRF, in accordance with paragraph 6 of this Agreement, below.

6. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from the City will likely be commingled with SSR generated from other jurisdictions, the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no charge to the City.

7. Compensation/Charges for Delivered Recyclables. The Parties agree that the City shall be charged for the SSR processed at the ECUA MRF at a flat rate of \$15 per ton based upon weights measured at the scale house operated by Escambia County at the Perdido Landfill.

¹The ECUA MRF shall only be obligated to receive SSR at those times and on those days in which the ECUA MRF is operating, receiving SSR, and not Shutdown.

²In the event some or all of the load cannot be lawfully disposed of at the Perdido Landfill, the City shall be liable for all disposal costs associated with the disposal selected by the operator of the ECUA MRF.

8. Billing. ECUA shall send a bill to the City within ten (10) days of the end of each month which reflects all charges to the City incurred during the prior month pursuant to this Agreement. All charges shall be paid by the City within forty-five (45) days of issuance of that bill by ECUA (which shall be sent to the City via e-mail).

9. Compliance with Law and Procedures. ECUA and the City shall perform their respective obligations under this Agreement in compliance with all Applicable Law. The City shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall further endeavor to maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

10. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

11. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b, above), title to the SSR shall vest with the operator of the ECUA MRF.

12. Obligation to Require the Source Separation of Recyclables; Delivery of said SSR; and Tonnage Limit.

a. *Collection and Delivery Requirements.* The City presently provides for the collection of residential solid waste within its jurisdiction and offers diversion from the waste stream and collection of Source Separated Recyclables at Recycling Drop-Off Centers. The City agrees to keep the collection of Source Separated Recyclables at Recycling Drop-Off Centers in place throughout the term of this Agreement and any extensions thereof. Additionally, the City will haul all SSR that is collected to the ECUA MRF. It is thus the Parties' intent that all SSR controlled and collected by the City will be delivered to the ECUA MRF. However, if prior to delivery to the ECUA MRF the City reasonably identifies one or more loads of SSR to contain excess contamination, as defined in paragraph 4.b, above, the City shall not be in breach of this Agreement by delivering such contaminated load/s directly to a landfill for disposal. Should the City exercise this option, it shall endeavor to educate the public and take such actions it deems necessary or appropriate to improve the quality of its SSR.

b. *Tonnage Limit.* The Parties anticipate approximately 2000 tons of SSR are generated and collected at City Recycling Drop-Off Centers within the jurisdiction of the City per year. Despite the requirements in paragraphs 4.a and 10.a above that all SSR be delivered to ECUA, the City is limited to delivering 250 tons of SSR per month, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 12, below.

13. Events of Default. A Party shall be in default of this Agreement only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default; provided, however, that such Party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

14. Notices. All notices called for under this Agreement, other than those called for under paragraph 4.b, above, shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To City of Mobile:

Executive Director, Public Works
City of Mobile
5th Floor, Government Plaza
205 Government St.
Mobile, Alabama 36602

To ECUA:

Randy Rudd
Deputy Executive Director of Shared Services
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

15. Force Majeure. In the event that performance by the Parties of any of its

obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then such Party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

16. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause. ECUA further agrees to:

a. Keep and maintain public records required by the City to perform services under this Agreement.

b. Upon request from the City custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if ECUA does not transfer the records to the City.

d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of ECUA or keep and maintain public records required by the City to perform the services under this Agreement. If ECUA transfers all public records to the City upon completion of the Agreement, ECUA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ECUA keeps and maintains public records upon completion

of the Agreement, ECUA shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

17. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

18. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

20. Sovereign Immunity. Except as expressly set forth in this Agreement, nothing herein shall be deemed to be a waiver by either party of its rights to sovereign immunity, and ECUA specifically reserves all of its rights as set forth in Florida Statute 768.28. Provided further, however, that nothing contained in this Agreement shall be deemed to constitute, either as to the ECUA or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, *Code of Alabama* (1975), as the same may be amended from time to time and in any other statutes and case law otherwise available to the City which may be raised on City's behalf in any action or proceeding arising out of or otherwise pursuant to this Agreement. Each Party specifically acknowledges that the other Party does not waive any immunity defenses or the applicability of the statutory damages caps.

21. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

22. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

23. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

24. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

25. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

26. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject

matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

27. Nondiscrimination. ECUA 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.

28. 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.

29. Boycotts. By signing this contract, ECUA 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

City of Mobile, Alabama, a municipal corporation of the State of Alabama,

By: _____
Its Mayor

Date: _____

ATTEST:

By: _____
City Clerk

**EMERALD COAST UTILITIES
AUTHORITY**, a local governmental body,
corporate and politic, acting by and through its
duly authorized Board.

By: _____
Lois Benson, Chairman

ATTEST:

By: _____
Secretary



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Jennifer Greene, Director of Programs and Project Management
Public Works

Carleen Stout-Clark, Real Estate Officer
REAM

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

This is a permanent sidewalk easement from the City of Mobile to the City of Mobile at Unity Park, along Broad St from Springhill Avenue to St. Anthony Street. As part of the TIGER 2016 Phase One-Two Broad St Project, COM Project No. 2018-3005-01, sidewalk and handicap ramps for accessibility are to be installed as part of the grant and overall pedestrian access throughout the entire project corridor. In order to achieve and comply with current Americans with Disabilities Act (ADA), some work will be required outside the current right of way line along the East side of the park to be able to fit the sidewalk and handicap ramps at the correct slopes and widths required.

Due to the TIGER Grant and FHWA and ALDOT requirements, this area has to be designated as sidewalk for work occurring in the Park. "Exhibit A" contains the legal description for the permanent easement. "Exhibit B" is a drawing showing the location of the permanent easement.

Amount of Contract:

\$10

Effective Date of Contract:

9/14/2021

Funding Source

Project # 2045

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE

Grant Funds \$0

Matching Funds \$0

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	9/8/2021 - 4:06 PM
Accounting	Daniels, Bettye	Approved	9/9/2021 - 12:10 PM
Legal	Kern, Chris	Approved	9/9/2021 - 1:31 PM
Legal	Kern, Chris	Approved	9/9/2021 - 1:31 PM
Mayors Office	Barber, James	Approved	9/9/2021 - 2:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	9/2/2021 - 2:01 PM
Legal	Kern, Chris	Approved	9/9/2021 - 9:56 AM
Mayors Office	Barber, James	Approved	9/9/2021 - 2:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Michelle Melton, REAM

Sponsored by:

Mayor William S. Stimpson and Councilman Levon C. Manzie

Purpose and Scope of Project:

This request is to recommend offering 3,164 sf of City owned property at 200 Government Street for lease, which is well-suited for the University of South Alabama Center of Intermodal Transportation and Logistics ("CITL"). Authorization upon a first read is greatly appreciated as a lease will yield revenue for the City. In the event that the City receives an offer to lease under favorable terms and conditions the lease agreement will be presented to the Council for consideration.

Amount of Contract:

N/A

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RE Routing Form for Lease	Backup Material	9/1/2021
Draft Resoluiton	Resolution Letter	9/2/2021
Ex. A-1 for Resolution	Resolution Letter	9/1/2021
Ex. A-2 for Resolution	Resolution Letter	9/1/2021

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate			

Asset Management	Melton, Michelle	Approved	9/2/2021 - 9:37 AM
Legal	Kern, Chris	Approved	9/9/2021 - 9:55 AM
Mayors Office	Barber, James	Approved	9/9/2021 - 2:54 PM

42-637

RESOLUTION

2008

Sponsored by Mayor Samuel L. Jones

BE IT RESOLVED, THAT: the City Council of the City of Mobile, Alabama, does hereby authorize and direct the purchase of the office building at 200 Government Street, Mobile, Alabama, tax parcel R022906400011039.001. in the amount of \$950,000.00 plus associated fees and closing costs.

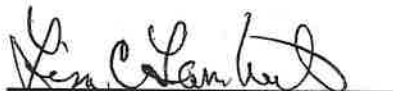
BE IT FURTHER RESOLVED, THAT: The City of Mobile does hereby accept the deed, when prepared, from 200 Government Street Joint Venture for the building known as 200 Government Street.

SAID DEED is by reference made a part of this resolution as fully as if set forth herein and a copy will be on file in the office of the City Clerk and in the office of the Real Estate Officer of the City of Mobile.

BE IT FURTHER RESOLVED, THAT: The Real Estate officer of the City of Mobile is hereby authorized and directed to execute for and in the name of and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the transaction and;

The Executive Director of Finance is authorized and directed to issue a check in the amount of \$950,000.00, plus associated fees and closing costs, and forward said check to the City of Mobile Real Estate Officer for delivery when the closing date is set.

Adopted: NOV 18 2008


City Clerk

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OR LEASE OF REAL PROPERTY

I. Property Address: 200 Government Street, 3rd Floor

City Council District and Zoning: D2; T5.2 (Mixed Use of Medium Intensity)

Sale or Lease: Lease; Five (5) year Initial Term with Three (3) Five (5) Year Optional Term Extensions

II. Acquisitions by City:

- How: Outright Purchase (\$950,000.00); Resolution 42-637 dated 11/18/2008
- When: December 2008
- Special Circumstances (if applicable): to be utilized for municipal offices/courts

III. Why Sale/Lease recommended: Revenue. Desire of university/student presence downtown.

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Levon C. Manzie

WHEREAS, the City of Mobile owns 200 Government Street (the subject property), an approximately 25,140 square foot, four (4) floor building, and described in Exhibit A-1 attached; and

WHEREAS, the City is not utilizing the property in its entirety and the third floor of the property (3,164 square feet) is well situated to serve as the location of the USA Center of Intermodal Transportation and Logistics (“CITL”) described in Exhibit A-2 attached; and

WHEREAS, the City would benefit from a lease of the property under favorable terms and conditions;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the subject property for lease. In the event that the City receives an offer to lease under favorable terms and conditions, the lease agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the lease agreement.

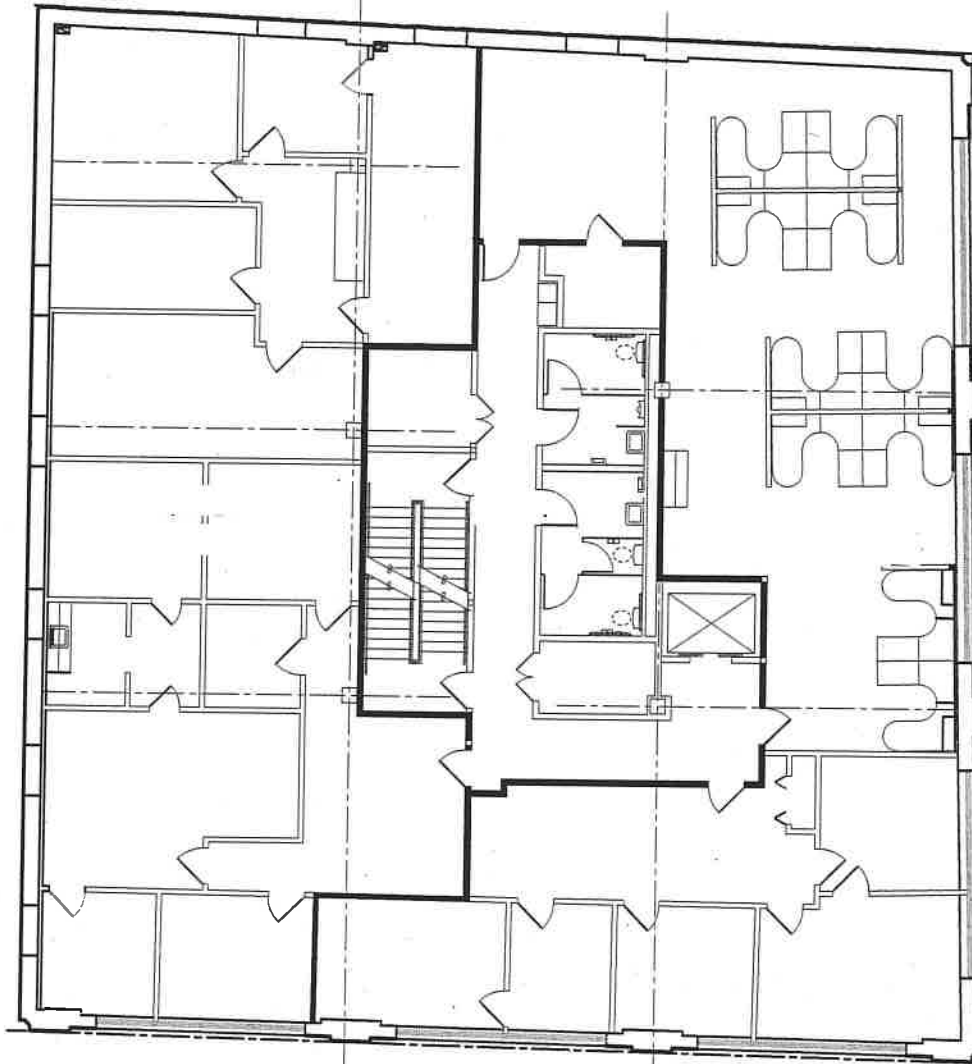
Adopted:

City Clerk

EXHIBIT A-1

Being described as: Commencing at the Northwest corner of the intersection of Conception and Government Streets, which corner is the point of beginning of the property here to be described and conveyed, run thence Westwardly along the Northern boundary line of Government Street 80 feet, more or less, to a point; thence run Northwardly a distance of 85 feet, more or less, to a point on the Northern boundary line of Lot 3, Price Tract Square 94; thence run Eastwardly along said Northern boundary line of Lot 3, a distance of 80 feet, more or less, to a point on the Western boundary line of Conception Street; thence run Southwardly along said Western boundary line of Conception Street a distance of 84 feet, more or less, to the point of beginning.

Exhibit A-2



200 GOVERNMENT STREET — THIRD FLOOR PLAN

SCALE: 1/16" = 1'-0"

TOTAL, THIRD FLOOR

6,320 S.F.



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

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

9/9/2021 - 8:22
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Roy B. Hodge, MPD Interim Chief of Police

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize MPD's participation in the FY 2022 Community Traffic Safety Program (CTSP) sponsored by the Mobile County Commission Southwest Alabama Regional Highway Safety Office by execution and attestation of the grant agreement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
	Accounting Daniels, Bettye	Approved	9/8/2021 - 4:12 PM
Legal	Kern, Chris	Approved	9/9/2021 - 10:08 AM
Legal	Kern, Chris	Approved	9/9/2021 - 10:08 AM
Mayors Office	Barber, James	Approved	9/9/2021 - 2:54 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Jennifer Greene, Director of Programs and Project Management
Public Works

Carleen Stout-Clark, Real Estate Officer
REAM

Sponsored by:

Mayor William S. Stimpson and Councilwoman Gina Gregory

Purpose and Scope of Project:

This property purchase contract is between the City of Mobile and The Northeast Consortium for Engineering Education, Inc. for the purchase of the property adjacent to Japanese Gardens. This area is located along Segment 1 of the Three Mile Creek Greenway Trail, and the agreement to purchase this property fulfills the requirement to provide permanent access to the trail area for construction, trail amenities and future maintenance.

Purchase of this property for \$206,000.00 by a current allocation of City project funding specifically for Segment 1 of the Greenway Trail. The City will finalize the construction plans for this segment of the trail at the close of the transaction.

Amount of Contract:

\$206,000

Effective Date of Contract:

9/14/2020

Funding Source

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

Project String C0526-20002000-42200 **Contract Number:**3451

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds \$0 **Matching Funds** \$0

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	9/8/2021 - 3:17 PM
Capital	Hollins, Tiffany	Approved	9/9/2021 - 4:12 PM
Legal	Kern, Chris	Approved	9/10/2021 - 10:32 AM
Mayors Office	Barber, James	Approved	9/10/2021 - 10:46 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/16/2021 - 8:18
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/16/2021 -
10:20 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/16/2021 -
10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

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

Purpose and Scope of Project:

Assess cost for removal of weeds Repeat Weed Lien 40

Effective Date of Contract:

9/21/2021

Funding Source

Project # Repeat Weed Lien Group 40

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	9/16/2021 - 10:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

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

Purpose and Scope of Project:

Assess cost for removal of weeds Repeat Weed Lien Group 49

Effective Date of Contract:

9/21/2021

Funding Source

Project # Repeat Weed Lien Group 49

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	9/16/2021 - 2:17 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

Shonnda Smith, Parks & Recreation Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

to approve award of special bonus to Lifeguards: Christopher Andrews, Emery Dean, Brandon Hoyt, David Thomas & Rudolph White

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	9/14/2021 - 3:24 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C. J. SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED FOR DISTRIBUTION OF FOOD BOXES TO BE DISTRIBUTED FOR THE THANKSGIVING HOLIDAY ON NOVEMBER 20, 2021

Amount of Contract:

\$2,500.00

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	9/16/2021 - 12:10 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH AN ONGOING BEAUTIFICATION PROJECT OF OVERGROWTH HIGH GRASS, RESTORING THE FRONT FLOWER BEDS, LIGHTING AND WATERING OF ENTRANCE

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-06 / 10041020-42080

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	9/16/2021 - 12:30 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER FRED RICHARDSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO ERADICATE BLGHT AND CLEAN UP THE TOULMINVILLE AND CRICHTON NEIGHBORHOOD

Amount of Contract:

\$10,000.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

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	9/16/2021 - 12:39 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH LANDSCAPING AND BEAUTIFICATION PROJECT BY PLANTING PALMS TREES, SHRUB AND TREE TRIMMING

Amount of Contract:

\$226.75

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

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	9/16/2021 - 12:48 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMAN FRED RICHARDSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO KEEP UP THE HISTORIC CULTURAL LANDSCAPE,
TO REPAIR THE FRONT WINDOWS AND FRONT DOOR

Amount of Contract:

\$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

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	9/16/2021 - 12:56 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER FRED RICHARDSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP PURCHASE READING NOVELS, BOOK BAGS, SCHOOL SUPPLIES AND INCENTIVES FOR STUDENTS

Amount of Contract:

\$1,500.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

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	9/16/2021 - 1:04 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOHN WILLIAMS

Purpose and Scope of Project:

FUNDS WILL BE USED TO PURCHASE STEP OVER PADS, POP-UP DUMMIES, TACKLE WHEELS AND A PRACTICE CHUTE

Amount of Contract:

\$2,146.33

Funding Source

Project # DSC-04 / 10041020-42080

Discretionary Funds DSC-04

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	9/16/2021 - 1:15 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER FRED RICHARDSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO PURCHASE INCENTIVES SUCH AS (GIFT CARDS, SNACKS, EAR-BUD/HEADPHONE AND GIFT CERTIFICATE) FOR THE FACULTY, STAFF AND STUDENTS TO SHOW APPRECIATION AND SUPPORT FOR THEIR PRESEVERANCE THROUGHOUT THE PANDEMIC

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

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	9/16/2021 - 1:24 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

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 Neel-Schaffer, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council-public Works (Infrastructure/Consultant/other related services.)

Amount of Contract:

\$36,700.00

Funding Source

Project # C0134

Project String 20002000-48020

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

Grant Funds

Discretionary Funds

Contract Number:3465

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/16/2021 - 9:00 AM
Capital	Hollins, Tiffany	Approved	9/16/2021 - 9:43 AM
Legal	Kern, Chris	Approved	9/16/2021 - 11:10 AM

Mayors
Office

Barber, James

Approved

9/16/2021 - 3:03
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

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 KIHMET	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

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:

tajib

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.					
			TOTAL			

Page 1 of 4

**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:9/21/2021

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
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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.		
	35041.50	
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	
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 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
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
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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

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
	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: _____					
			TOTAL			

Page 1 of 7

**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			

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.

Page _____ of _____

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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:9/21/2021

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

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

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

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
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Page 2

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
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1 5806.10.25.0000.0000.3500.0000.0000.47010. E G-CPDADCV .CAPEQUIPMT.			378699.00
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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
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Page 3

Vendor
 LDV, INC.
 180 INDUSTRIAL DRIVE

Ship To
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MOBILE, AL 36607
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 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 Buyer002

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: 245/70Rx19.5G 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, Stnd 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

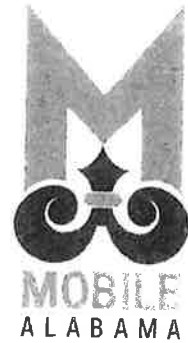
HVAC systems operation

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:9/21/2021

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 Arges Spotlight, 6C7 Interior Dome Lamp, 5Y1 20% Front Seat Delete, and fitted front and rear floor mats.

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

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

Installation details:

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Requirements:

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

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

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

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

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

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

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 a stylized 'J' and 'P' followed by a horizontal line.

John Paine
Purchasing Agent
City of Mobile
JP/tajb



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

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
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[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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745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/21	295477	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	295477	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 ----- 2021 JOHN DEERE ZERO TURN MOWER WITH 60" CUTTING DECK. REQUESTED BY PUBLIC SERVICES MAINTENANCE.	2.00 EACH	14627.71000	29255.42

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP.	29255.42
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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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Delivery Reference
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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	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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell 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 Sourcwell 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.

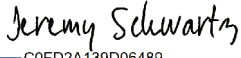
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

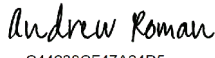
DocuSigned by:

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:9/21/2021

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:9/21/2021

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
-------------	------	-------------

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:9/21/2021

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
-------------	------	-------------

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:9/21/2021

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:9/21/2021

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 colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>National Union Fire Insurance Company of P</td><td>19445</td></tr> <tr> <td>INSURER B:</td><td>American Guarantee and Liability Insurance</td><td>26247</td></tr> <tr> <td>INSURER C:</td><td>AIU Insurance Company</td><td>19399</td></tr> <tr> <td>INSURER D:</td><td>Allied World Assurance Company US Inc</td><td>19489</td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></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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INSURER E:																						
INSURER F:																						

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

City of Mobile
205 Government Street, Government Plaza, 2nd Floor,
South Tower
Mobile, AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CLL H. Veltrop



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:9/21/2021

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
-------------	------	-------------

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:9/21/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/16/2021 -
10:25 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/16/2021 -
11:35 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/21/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

9/16/2021 - 2:53
PM