



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, September 1, 2020, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Dr. Vincent L. Robinson, Right Way Christian Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
August 25, 2020
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **PUBLIC HEARINGS**

Public hearing to declare the structure at 1913 Andrews Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 2066 Gibson Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 2804 Greenback Drive a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 526 Helveston Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 2529 Muriel Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1530 Northview Drive a public nuisance and order it demolished (District 1).

Public hearing to consider adoption of the 2020-2021 General Fund, Capital Improvement Fund & Convention Center Fund budgets.

ESSENTIAL/COVID 19 ITEMS HELD OVER

02-027 Ordinance to amend the rules for communications with the Council (sponsored by Councilmember Williams) (submitted by Christopher Arledge, Council Attorney).

63-028 Ordinance to amend Chapter 63 of the City Code to establish requirements for wrecker services and participation on the wrecker rotation list (sponsored by Councilmember Rich) (submitted by Christopher Arledge, Council Attorney).

08-622 Approve purchase order to Atlantic Video Corporation for video wall panels, \$29,695.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-623 Approve purchase order to CDW Government LLC for 45 Ipad Air Tablets for the Fire Department, \$43,168.95 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-624 Approved item based bid for hooded disposable coveralls (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-625 Authorize service contract with Pot-O-Gold Rentals LLC for portable toilets - various City facilities; \$10,920.00 per year (sponsored by Mayor Stimpson) (submitted by Brad Christensen, Real Estate Asset Management Dept.).

21-627 Authorize contract with Rob't J Baggett, Inc. for Cruise Terminal Parking Deck Structural Repairs, \$189,335.00 (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

40-630 Declare the structure at 2910 Berkley Avenue a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-631 Declare the structure at 1808 Brownlee Street a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-632 Declare the structure at 480 McCarley Street a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-633 Declare the structure at 2353 Hart Avenue a public nuisance and order it demolished (sponsored by Councilmember Richardson).

ESSENTIAL/COVID 19 ITEMS

01-642 Authorize agreement with the Alabama Department of Transportation for Traffic Control Signals, Intelligent Transportation Systems, and Network Systems at locations throughout the City to share network connectivity for improved access, monitoring and maintenance of traffic signals. (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Department).

08-643 Approve purchase order to Toomey Equipment Co. Inc. for mowers for the Parks Department, \$34,908.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-644 Approve purchase order to Graybar Electric Co. Inc. for street light luminaires, \$111,430.24 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-645 Approve purchase order to E-Builder, Inc. for annual license renewal, \$55,574.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-646 Authorize contract with Goodwyn, Mills & Cawood, Inc. for Michael Figures Park - Improvements, \$49,865.00 (CO196 2019 CIP#1085, D1), (sponsored by Councilmember Richardson and Mayor Stimpson), (submitted by Kimberly Harden, Architectural Engineering Department).

31-647 Authorize a grant application to the South Alabama Regional Planning Commission for Title III funding (City's match \$60,904.00) (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Recreation Department).

21-648 Authorize contract with Thompson Engineering, Inc. for construction engineering, inspection, materials sampling and testing and contract administration for Zeigler Boulevard (Athey Road to Forest Hill Drive) \$1,778,052.00 (sponsored by Mayor Stimpson and Councilperson Gregory) (submitted by Nick Amberger, Engineering Department)

37-649 Recommend approval to the ABC Board for issuance of a Retail Beer (On/Off Premises) license for Applebees Express, 7450 Airport Boulevard, Suite D (sponsored by Councilmember Rich).

37-650 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor license for Holiday Inn Airport Mobile, 3630 Springhill Memorial Dr. S. (sponsored by Councilmember Daves).

40-651 Declare the structure at 1913 Andrews Street a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-652 Declare the structure at 2066 Gibson Street a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-653 Declare the structure at 2804 Greenback Drive a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-654 Declare the structure at 526 Helveston Street a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-655 Declare the structure at 2529 Muriel Avenue a public nuisance and order it demolished (sponsored by Councilmember Richardson).

40-656 Declare the structure at 1530 Northview Drive a public nuisance and order it demolished (sponsored by Councilmember Richardson).

58-657 Assess cost for removal of weeds, Weed Lien Group 1602

60-658 Determine an appropriation to the Mobile Museum of Art for an exhibition serves a public purpose and approve payment, \$14,715.00 (sponsored by Councilmembers Richardson, Small, Williams, Daves, Rich & Gregory).

60-659 Elect to provide Tier I retirement benefits to Tier II plan members (sponsored by Councilmember Williams & Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

37-660 Recommend approval to the ABC Board for issuance of a Special-Retail - More than 30 days license to Aramark Educational Services, LLC., 1 Stadium Drive (sponsored by Councilmember Gregory).

09-661 Approve the 2020-2021 General Fund, Capital Improvement Fund & Convention Center Fund budgets (sponsored by Mayor Stimpson).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Tim Wills, Boys & Girls Club

11. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/27/2020 - 2:52 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/27/2020 - 2:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr.

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 1913 Andrews Street - ME-164-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:40 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 2066 Gibson Street - ME-161-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:48 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 2804 Greenback Drive - ME-156-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:50 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:12 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 526 Helveston Street - ME-172-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:52 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 2529 Muriel Avenue - ME-178-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:49 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:14 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 1530 Northview DRive - ME-150-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:39 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:23 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/27/2020 - 3:56
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/20/2020 - 3:00
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/19/2020 -
12:17 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Atlantic Video Corporation for 18 55-inch FHD narrow-bezel video wall panels.

General Fund.

Amount of Contract:

\$ 29,695.50-

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200819 Atlantic Agenda Package POIs	Cover Memo	8/19/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	8/20/2020 - 10:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>15275</u>	2020	(1510) POLICE ADMIN SERVICES	18 55IN FHD NARROW-BEZEL LCD VIDEO WALL PANELS (SEALED BID 5455)	\$29,695.50	<u>(018350)</u> <u>ATLANTIC VIDEO</u> <u>CORPORATION</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015275-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
--	--

Page 1

Vendor
 ATLANTIC VIDEO CORPORATION
 2866-C DAUPHIN ST

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
 Fax 251-478-8051

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/20	018350				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER BID #5455 AND YOUR QUOTE.

001 DISPLAY/MONITOR AS FOLLOWS:	18.00	1649.75000	29695.50
	EACH		

Additional Description Notes

LCD PANEL:

55" FHD 500 NIT ULTRA-NARROW BEZEL LCD VIDEO WALL PANEL (CHRISTIE #FHD553-X).

DELIVERY TRUCK TO HAVE TAILGATE LIFT

Vendor Item

Inventory Item/Loc 13780

1 2000.80.00.0000.0000.0000.0000.44020. E E0017 .OPERSUPPLS.		29695.50
---	--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015275-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor ATLANTIC VIDEO CORPORATION 2866-C DAUPHIN ST	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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MOBILE, AL 36606

Tel#251-478-8021
Fax 251-478-8051

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/20	018350				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
002 FREIGHT	1.00 EACH	0.00000	0.00

Vendor Item
Inventory Item/Loc 14009

1 2000.80.00.0000.0000.0000.0000.44020. E E0017 .OPERSUPPLS.	.00
---	-----

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	29695.50
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0017 .OPERSUPPLS.	29695.50	192146.67

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	29695.50	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015275-00 FY 2020 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 3

Vendor
 ATLANTIC VIDEO CORPORATION
 2866-C DAUPHIN ST

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

MOBILE, AL 36606

Tel#251-478-8021
 Fax 251-478-8051

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/20	018350				POLICE ADMIN SERVICES

Account	Amount Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	08/15/20	ANNE FOLEY	GL Allocation changed
Forward	07/30/20	JAMES BARBER	Automatic Forward to 910516426
Approved	08/03/20	LINDSAY ZOGHBY	
Forward	08/15/20	JAMES BARBER	Automatic Forward to 910516426
Approved	08/17/20	LINDSAY ZOGHBY	
Approved	08/03/20	TIFFANY HOLLINS	
Approved	08/03/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	08/03/20	RELYA MALLORY	Auto approved by: 910514227
Approved	08/17/20	TIFFANY HOLLINS	
Approved	08/17/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	08/17/20	RELYA MALLORY	Auto approved by: 910514227
Forward	08/04/20	JOHN PAINE	
Approved	08/19/20	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/19/20	DONALD ROSE	Approved by: 9105fo1a
Approved	08/19/20	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5455

	CHRISTIE FHD533-X	Adjusted for Preference
ACP CreativIT LLC	\$2,458.79	
ATLANTIC VIDEO	\$1,649.75	
AVES AUDIO VISUAL SYSTEMS INC	\$2,277.00	
M3 TECHNOLOGY	\$2,387.00	
CDW	\$2,518.49	
CALIFORNIA MEDIA SOLUTIONS	\$2,325.00	
VISUAL SOUND	\$2,061.00	
KONCEPT SYSTEM	\$2,800.00	
SHARP	\$1,866.67	
B&H PHOTO	\$1,624.00	\$1,786.40
PROSOUND INC	\$2,239.49	
HOWARD TECHNOLOGY	\$2,442.00	
AUDIO VISUAL INNOVATION	\$2,342.05	
VISIONS OF VIDEO	\$2,466.20	
HYPERTEC USA	\$2,416.46	

Local Vendor preference: Atlantic Video is the only vendor with a place of business within the City Police Jurisdiction. 10% is added overall low bid and compared to lowest local vendor bid per Alabama Bid Law 41-16-50 (d).

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: 003

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

DATE 7/31/2020	BID NO. 5455	DEPARTMENT POLICE	Commodities to be delivered F.O.B. Mobile to: To Be Specified
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This bid must be received and stamped by the Purchasing office not later than: 10:30 AM, Friday, August 14, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
18	AUDIO VISUAL EQUIPMENT The City of Mobile is requesting bids on the following Christie LCD Panel. Christie 55" FHD 500 Nit Ultra Narrow Bezel LCD Video Wall Panel, Christie FHD553-X. Price _____ Exact quantities to be purchased are not known at this time. Upon award, a purchase order will be written for 18 panels. Delivery is required within 30 days after receipt of a Purchase Order (APO). Freight is to be included in the price. F.O.B. Destination. Substitutions will not be accepted. Pricing is to be held firm for a period of 6 months or while supplies last. At the option of the successful vendor and the City of Mobile, this bid can be extended for an additional 6-month period.					

Page 1 of 2

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 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.					
			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:9/1/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 45 10.5 inch Apple iPad Air Tablets with Apple Care and Accessories.

General Fund.

Amount of Contract:

\$43,168.95

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200518 CDW Agenda Package POs	Cover Memo	8/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	8/20/2020 - 2:11 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>16235</u>	2020	(1510) FIRE ADMINISTRATION	45 APPLE 10.5IN IPAD AIR TABLETS W/APPLE CARE AND ACCESSORIES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT – PRICES EQUAL OR LESS THAN STATE CONTRACT)	\$43,168.95	<u>(272932) CDW GOVERNMENT LLC</u>

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

Adopted:

City Clerk

002	ITEM:	RAM	RAM	101U	235	1	45.00	35.41000	1593.45
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016235-00 FY 2020 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To 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
08/19/20	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
	mounting component Supplier Part No: 4599066 Manufacturer Part No: RAM-101U-235-1 Manufacturer Name: RAM Mount Supplier Quote No: 37171:LMVM643 NIGP: UNSPSC: 31162313			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			796.73
2	6120.70.15.0000.0000.1510.0000.0000.44020.			796.72

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

003	ITEM: RAM RAM GDS HS1 RISER2U hand strap table stand Supplier Part No: 4552504 Manufacturer Part No: RAM-GDS-HS1-RISER2U Manufacturer Name: RAM Mount Supplier Quote No: 37171:LMVM643 NIGP: UNSPSC: 56112005	45.00 EACH	19.80000	891.00
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Bill To	Requisition 00016235-00 FY 2020
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	FIRE CENTRAL SUPPLY
230 N MILWAUKEE AVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
VERNON HILLS, IL 60061	
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/19/20	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.44020.			445.50
2	6120.70.15.0000.0000.1510.0000.0000.44020.			445.50

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

004 ITEM: ZAGG Glass Screen	45.00	32.76000	1474.20
Protector for iPad Pro 10 5	EACH		
Supplier Part No: 4710337			
Manufacturer Part No: ID9LGS-F00			
Manufacturer Name: Zagg Supplier			
Quote No: 37171:LMVM643 NIGP:			
UNSPSC: 43211621			
1 1000.30.15.1510.1522.1510.0000.0000.44020.			737.10
2 6120.70.15.0000.0000.1510.0000.0000.44020.			737.10

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016235-00 FY 2020 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To 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
08/19/20	272932				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			
005	ITEM: Apple 10 5 inch iPad Air wi Fi Cellular 3rd generation tablet 64 GB Supplier Part No: 5497027 Manufacturer Part No: MV162LL/A Manufacturer Name: Apple Computer Supplier Quote No: 37171:LMVM643 NIGP: UNSPSC: 43211509	45.00 EACH	598.43000	26929.35
1	1000.30.15.1510.1522.1510.0000.0000.44020.			13464.68
2	6120.70.15.0000.0000.1510.0000.0000.44020.			13464.67

=====	=====
Bill To	Requisition 00016235-00 FY 2020
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
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Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

VERNON HILLS, IL 60061

MOBILE, AL 36607

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

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/19/20	272932				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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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

006 ITEM: RAM Intelliskin with GDS Technology back cover for tablet	45.00	50.14000	2256.30
Supplier Part No: 4996842	EACH		
Manufacturer Part No:			
RAM-GDS-SKIN-AP16 Manufacturer			
Name: RAM Mount Supplier Quote No:			
37171:LMVM643 NIGP: UNSPSC:			
53121705			

1 1000.30.15.1510.1522.1510.0000.0000.44020.	1128.15
2 6120.70.15.0000.0000.1510.0000.0000.44020.	1128.15

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016235-00 FY 2020 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To 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
08/19/20	272932				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			
007	ITEM: AppleCare extended service agreement 2 years carry in Supplier Part No: 5034812 Manufacturer Part No: S6540LL/A Manufacturer Name: AppleCare Warranties Supplier Quote No: 37171:LMVM643 NIGP: UNSPSC: 81111811	45.00 EACH	103.43000	4654.35
1	1000.30.15.1510.1522.1510.0000.0000.44020.			2327.18
2	6120.70.15.0000.0000.1510.0000.0000.44020.			2327.17

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016235-00 FY 2020 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To 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
08/19/20	272932				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			
008	ITEM: RAM RAM GDS SS1U shoulder strap for carrying case Supplier Part No: 4009915 Manufacturer Part No: RAM-GDS-SS1U Manufacturer Name: RAM Mount Supplier Quote No: 37171:LMVM643 NIGP: UNSPSC: 53121705	45.00 EACH	10.73000	482.85
1	1000.30.15.1510.1522.1510.0000.0000.44020.			241.43
2	6120.70.15.0000.0000.1510.0000.0000.44020.			241.42

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Bill To	Requisition 00016235-00 FY 2020
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
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Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

VERNON HILLS, IL 60061

MOBILE, AL 36607

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

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/19/20	272932				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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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

009 ITEM: RAM GDS power converter	45.00	21.87000	984.15
charger Supplier Part No: 5149674	EACH		
Manufacturer Part No:			
RAM-GDS-CHARGE-V7BU Manufacturer			
Name: RAM Mount Supplier Quote No:			
33485:LMVM643 NIGP: UNSPSC:			
39121006			

1 1000.30.15.1510.1522.1510.0000.0000.44020.	492.08
2 6120.70.15.0000.0000.1510.0000.0000.44020.	492.07

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016235-00 FY 2020 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 9
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To 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
08/19/20	272932				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			

Requisition Link

Requisition Total 43168.95

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES	21584.50	937787.52
6120.70.15.0000.0000.1510.0000.0000.44020.		
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES	21584.45	266024.14

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

Activity	Date	Clerk	Comment
Approved	08/19/20	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/19/20	DONALD ROSE	Approved by: 9105fo1a
Approved	08/19/20	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item based bid award to Ritz Safety LLC and R.s. Hughes Co. Inc for hooded disposable coveralls.

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
20200820 Coveralls Agenda Package Bids	Cover Memo	8/20/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	8/20/2020 - 2:11 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 accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendors, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5454</u>	Hooded Disposable Coveralls	2	Various, see bid tab	Renewable in 6 months for 6 months, then renewable for two additional one-year periods	Ritz Safety LLC, R.S. Hughes Co Inc.

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

Adopted:

City Clerk

BID TABULATION FOR BID #5454

	ITEM 1: Dupont™ Tyvek® 400 TY127S (25/CASE)	ITEM 3: Cordova CPH Defender™ (25/CASE)
RS HUGHES	\$139.87	\$195.35
CINTAS	\$162.66	
PORT CITY MEDICAL	\$214.25	
RITZ SAFETY, LLC	\$90.19	
PELV-ICE LLC	\$192.00	
SHIELD 9 AMERICA	NOT AS SPECIFIED; ONLY ONE SIZE	
GULF SUPPLY CO INC	TERMS NOT ACCEPTABLE; PRICES NOT FIRM	
SUNBELT FIRE INC	NB	
GENTRY FORMS & SYSTEMS	NB	
ARAMSCO	NB	

ADDENDUM

August 6, 2020



RE: City of Mobile Bid #5454 for Hooded Disposable Coveralls

Please consider the following to be Addendum to City of Mobile Bid #5454 for Hooded Disposable Coveralls.

ADD

Item 3:

Cordova CPH Defender™, WH, 25/case, Size: M, L, XL, 2XL or 3 XL

Price _____

Item 4:

Kimberly Clark Kleenguard™ A35, WH, 25/case, Size: M, L, XL, 2XL or 3 XL

Price _____

Item 5:

Kimberly Clark Kleenguard™ A40, WH, 25/case, Size: M, L, XL, 2XL or 3 XL

Price _____

DELETE

Delivery is required within 2 weeks after receipt of a Purchase Order.

ADD

State delivery for each item:

Item 1 delivery ____ days after receipt of order.

Item 2 delivery ____ days after receipt of order.

Item 3 delivery ____ days after receipt of order.

Item 4 delivery ____ days after receipt of order.

Item 5 delivery ____ days after receipt of order.

ADD

Delivery may be a consideration in the award of these items. An extremely low price with 6-month delivery is not acceptable.

Thank you for your consideration in this matter.

Sincerely,


John Paine
Purchasing Agent
City of Mobile
JP/en

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: 003

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

DATE 7/302020	BID NO. 5454	DEPARTMENT FIRE	Commodities to be delivered F.O.B. Mobile to: To Be Specified
------------------	-----------------	--------------------	---

This bid must be received and stamped by the Purchasing office not later than: 10:30 AM, Thursday, August 13, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	COVERALLS – DISPOSABLE The City of Mobile is requesting bids on the following chemical resistant, Hooded Disposable Coveralls with elastic wrists and ankles. Item 1: Dupont™ Tyvek® 400 TY127S WH, 25/case. Size: M, L, XL, 2XL or 3XL Price _____ Item 2: Cordova MP 300 Defender II™ WH, 25/case. Size: M, L, XL, 2XL or 3XL Price _____ — Quantities to be purchased are not known at this time. However, 80 cases were ordered in the past 60 days. — Delivery is required within 2 weeks after receipt of a Purchase Order (APO). — Purchase Order will state size per case and the quantity of cases. — Substitutions will not be accepted. — This bid will be awarded on an ITEM basis. 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 — The price shall be the same for all sizes. — Pricing is to be held firm for a period of 6 months. — At the option of the successful vendor and the City of Mobile this bid can be extended for an additional 6-month period. Thereafter, bid is extendable for up to 2 additional 1-year periods. 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. For additional information contact: Anne Foley 251-208-5850 purchasing@cityomobile.org					
			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:9/1/2020

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide portable toilets and handwashing stations at various City of Mobile facilities. This is essential to government operations due to safety & maintenance concerns at multiple City of Mobile facilities.

Amount of Contract:

\$32,760 TOTAL (\$10,920.00 per year for 3 years)

Funding Source

Project # SC-038-20 Various City of Mobile
Facilities - Portable Toilets

Discretionary Funds

Project String Operational (10041542-42140,
10042025-42140, 60206020-42140)

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	8/14/2020 - 1:35 PM
Budget	Sapp, Celia	Approved	8/14/2020 - 12:38 PM
Legal	Kern, Chris	Approved	8/19/2020 - 1:20 PM

Legal

Kern, Chris

Approved

8/19/2020 - 1:20
PM

Mayors
Office

Wesch, Paul

Approved

8/20/2020 -
10:47 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

The parking deck repair contract is essential to on-going government operations in order that the Cruise Terminal parking deck's structural deterioration and water intrusion can be repaired, addressing potential health and safety issues for those utilizing the facility.

Amount of Contract:

\$189,335.00

Funding Source

Project # Mobile, Alabama Cruise Terminal Parking
Deck Structural Repairs, CT-056-20

Discretionary Funds

Project String 20002000-48010

Contract Number:2892

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	8/18/2020 - 4:56 PM
Capital	Hollins, Tiffany	Approved	8/19/2020 - 11:56 AM
Legal	Kern, Chris	Approved	8/19/2020 - 1:16 PM
Mayors			8/20/2020 -

Office

Wesch, Paul

Approved

10:47 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

8/25/2020

Funding Source

Project # 2910 Berkley Avenue - ME-173-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/19/2020 - 9:33 AM
City Clerk	Merchant, Mary Ann	Approved	8/20/2020 - 10:45 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

8/25/2020

Funding Source

Project # 1808 Brownlee Street - ME-169-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/19/2020 - 9:31 AM
City Clerk	Merchant, Mary Ann	Approved	8/20/2020 - 10:45 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

8/25/2020

Funding Source

Project # 480 McCarley Street - ME-147-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	8/20/2020 - 10:42 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

8/25/2020

Funding Source

Project # 2353 Hart Avenue - ME-152-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/19/2020 - 9:28 AM
City Clerk	Merchant, Mary Ann	Approved	8/20/2020 - 10:44 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

William S. Stimpson

Mayor

Purpose and Scope of Project:

Agreement with Alabama Department of Transportation for Traffic Control Signals, Intelligent Transportation Systems, and Network Systems at locations throughout the City to share network connectivity for improved access, monitoring and maintenance of traffic signals.

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
Traffic Engineering White, Jennifer	Approved	8/27/2020 - 10:11 AM
Legal Kern, Chris	Approved	8/27/2020 - 11:31 AM
Mayors Office Wesch, Paul	Approved	8/27/2020 - 2:00 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Toomey Equipment Co Inc for 2 Land Pride AFM 4216 Tri-Deck Finishing Mowers.

General Fund.

Amount of Contract:

\$34,908.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200826 Toomey Agenda Package POs	Cover Memo	8/26/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	8/27/2020 - 8:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>14618</u>	2020	(2012) PARKS MAINTENANCE	2 LAND PRIDE AFM 4216 TRI-DECK FINISHING MOWERS (SEALED BID 5456)	\$34,908.00	(<u>205775</u>) <u>TOOMEY</u> <u>EQUIPMENT CO</u> <u>INC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014618-00 FY 2020 Acct No: 1000.40.20.2030.2012.2005.0000.0000.47010. Review: Buyer: Status: Released	Page 1
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Vendor TOOMEY EQUIPMENT CO INC 5788 HWY 90 W THEODORE, AL 36582 Tel#251-653-1900 Fax 251-653-1901	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
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/20	205775				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	TRI-DECK FINISHING MOWER, VENDOR TO PROVIDE LAND PRIDE AFM 4216 FINISHING MOWER. AS PER MY BID #5456 AND YOUR QUOTE	2.00 EACH	17454.00000	34908.00
1	1000.40.20.2030.2012.2005.0000.0000.47010.			34908.00

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 34908.00

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.47010.	34908.00	112799.26
PARKS MAINTENANCE EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
----------	------	-------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014618-00 FY 2020 Acct No: 1000.40.20.2030.2012.2005.0000.0000.47010. Review: Buyer: Status: Released
--	--

Page 2

Vendor
 TOOMEY EQUIPMENT CO INC
 5788 HWY 90 W

Ship To
 MOTOR POOL
 745 BROAD STREET

THEODORE, AL 36582

MOBILE, AL 36604
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-653-1900
 Fax 251-653-1901

Delivery Reference
 CATHY HANKINS

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/20	205775				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Cancelled 08/22/20			
	Approved 07/16/20			
	Unknown 08/22/20			
	Queued 08/22/20			
	Pending			
	Pending			
	Pending			

JOHN PAINE
 DANIEL OTTO
 JOHN PAINE
 DANIEL OTTO
 DONNA MICHELE STANLEY
 DONALD ROSE
 JOHN PAINE

Authorized By: _____ Date: _____

Signature

BID TABULATION FOR BID #5456

TRI-DECK FINISHING MOWER		
	TOOMEY EQUIPMENT	SUNSOUTH
MOWER	LAND PRIDE AFM 4216 \$17,454.00	FRONTIER FM2017R \$18,107.04

BID SHEET

This is Not an Order

**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**

Buyer: 002

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
8/03/2020	5456	Parks	To Be Specified

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-4	TRI-DECK FINISHING MOWER 16 ft. 8" Tri-Deck Finishing Mower Land Pride AFM4216 or equal, installed on City Tractor as per the following and the attached MINIMUM Specifications: Furnish one (1) each of operators, parts, and technical manuals. Make & Model _____ Furnish Literature and Specifications. State Length of Warranty: _____ Warranty service and repairs: If vendor is in excess of a 20 mile radius of the City of Mobile, the vendor must be responsible for pick-up and return for warranty service at no cost to the City of Mobile. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

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.

Page _____ of _____

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

Tri-Deck Finishing Mower, Land Pride AFM4216, or equal

Minimum Specifications:

- 16' 8" cutting width
- 3/4" to 5 1/4" cutting height
- 3 decks that can be hydraulically raised and lowered from the tractor seat
- zero turn radius
- self-engaging transport locks can be engaged or disengaged from the tractor seat
- 7 gauge fabricated deck construction
- 8" deck overlap
- 1 1/4" blade overlap
- rear material discharge with deflectors instead of chains
- counter rotating left-hand deck so that wing decks throw grass away from the center deck
- (10) 18 x 9.5 pneumatic deck tires with sealant
- 540 RPM tractor PTO speed
- gearbox rating up to 70 hp with 5 year parts and labor warranty
- cat. 4 constant velocity main driveline with slip clutch
- cat. 2 wing drivelines
- B-section blade drive belts with spring loaded idler with over center release
- spindle RPMs: 2,802
- cast iron greasable deck spindle housing
- blade tip speed 18,396 fpm
- transport width 8' 5"
- transport height 8' 10"
- (2) 23 x 10.5 transport tires with sealant and tapered roller bearings
- pull type, adjustable clevis, safety tow chain
- 2,200 lb. capacity screw jack stand
- wing deck flex 23° left to right, 22° front to back
- center deck flex 10° left to right, 22° front to back

- independent deck flotation 4" side to side, 4" front to rear
- anti-scalp rollers
- LED signal lights
- operators manual
- parts manual
- overall one year parts and labor warranty, five year parts and labor gearbox warranty, repairs must be done within a 20 mile radius



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:9/1/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Graybar Electric Co Inc for 136 Navion LED street light luminaires.

CIP

Amount of Contract:

\$111,430.24

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200827 Graybar Agenda Package POs	Cover Memo	8/27/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	8/27/2020 - 2:01 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>16450</u>	2020	(2062) ELECTRICAL	136 NAVION LED STREET LIGHT LUMINAIRES (SEALED BID 5413)	\$111,430.24	<u>(075199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016450-00 FY 2020 PO 20015823 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Converted	Page 1
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Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/20	075199				ELECTRICAL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AS PER MY BID # 5413 AND YOUR QUOTE LUMINAIRE, STREET LIGHTING, LED, NAVION-NVN-AF-06-E-8-5MQ-10K-AP-120 0	136.00 EACH	819.34000	111430.24
Vendor Item				
1	2000.80.00.0000.0000.0000.0000.44020. E C0472 .OPERSUPPLS.			111430.24
Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE				
Deliver To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604				

[Requisition Link](#)

Requisition Total 111430.24

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

Account	Amount	Remaining Budget
E C0472 .OPERSUPPLS.	111430.24	115702.11

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016450-00 FY 2020 PO 20015823 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Converted	Page 2
---	---	--------

Vendor
 GRAYBAR ELECTRIC CO INC
 4359 HALLS MILL RD

Ship To
 ELECTRICAL
 854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
 DLOVE@CITYOFMOBILE.ORG

Tel#251-706-5605
 Fax 251-666-6293

Delivery Reference
 DIANNA LOVE

Deliver To
 ELECTRICAL
 854 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/20	075199				ELECTRICAL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	111430.24	66639.94
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	08/25/20	MARYBETH BERGIN	
Approved	08/25/20	JENNIFER WHITE	Auto approved by: 910515265
Approved	08/25/20	TIFFANY HOLLINS	
Approved	08/25/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	08/25/20	RELYA MALLORY	Auto approved by: 910514227
Approved	08/27/20	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/27/20	DONALD ROSE	Auto approved by: 9105paij
Approved	08/27/20	JOHN PAINE	Approved by: 9105spam

Authorized By: _____ Date: _____
 Signature

TABULATION SHEET - BID # 5413 LED FIXTURE

CED	\$ 869.74
GRAYBAR ELECTRIC	\$ 819.34
SEQUEL ELECTRIC SUPPLY	\$ 588.00*
SOUTHERN LIGHTING + TRAFFIC SYSTEMS	\$ 794.00**
IRBY ELECTRICAL DISTRIBUTOR	\$ 878.75
WIDEFIELD TECHNOLOGY INC	\$ 1,388.63

* FIXTURE SUPPLIED BY SEQUEL ELECTRIC DID NOT MEET SPECIFICATIONS, NOT ON APPROVED LIST FOR AL-DOT ROADWAY LIGHTING AS SPECIFIED IN THE BID

** GRAYBAR ELECTRIC IS THE LOW BID DUE TO LOCAL VENDOR PREFERENCE

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: tajb Buyer: 004

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:
04/20/2020	5413	ELECTRICAL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 10:30 AM Tuesday, May 12, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Qty. 48-140	ELECTRICAL SUPPLIES, LED FIXTURE LUMINAIRE, STREET LIGHTING, LED, NAVION- NVN-AF-06-E-8-5MQ-10K-AP-1200. NO SUB Make _____ Model _____ Please observe instructions on Reverse side. All substitutions must be indicated on your bid. Please quote your prices in the unit specified in the bid. All prices to be delivered pricing, FOB Mobile. City of Mobile will purchase minimum quantities upon award of bid. Fixture must be on approved list for Alabama Department of Transportation Roadway Lighting.					
			TOTAL			

Page 1 of 2

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

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
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. Prices quoted on bid good for _____ days. 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. 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.



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:9/1/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to E-Builder Inc for annual license for project management software.

General Fund.

Amount of Contract:

\$55,574.36

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200827 E-Builder Agenda Package POs	Cover Memo	8/27/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	8/27/2020 - 2:01 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>14207</u>	2020	(2045) MAJOR PROJECTS	ANNUAL LICENSE RENEWAL FOR E-BUILDER PROJECT MANAGEMENT SOFTWARE (GSA CONTRACT)	\$55,574.36	<u>(295201) E-BUILDER, INC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014207-00 FY 2020 Acct No: 1000.40.20.2045.2045.2000.0000.0000.42200. Review: Buyer: 9105foia Status: Released	Page 1
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Vendor
 E-BUILDER, INC.
 1800 NW 69TH AVE SUITE 201

 PLANTATION, FL 33313

 Tel#954-513-3105

Ship To
 ENGINEERING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 361
 MOBILE, AL 36644
 CHERI.BOUCHER@CITYOFMOBILE.ORG

Delivery Reference
 CHERI BOUCHER

Deliver To
 MAJOR PROJECTS
 205 GOVERNMENT STREET
 3RD FLR S TOWER RM 333
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/20	295201				MAJOR PROJECTS

LN Description / Account	Qty	Unit Price	Net Price
001 Annual e-Builder Licensing Fee for Unlimited Users -The term for these licenses is 12/22/2020 - 12/21/2021 -GSA Contract Number: GS-35F-408AA	1.00 EACH	55574.36000	55574.36
1 1000.40.20.2045.2045.2000.0000.0000.42200.			55574.36

Ship To
 ENGINEERING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 361
 MOBILE, AL 36644
Delivery Reference
 CHERI BOUCHER

Deliver To
 MAJOR PROJECTS
 205 GOVERNMENT STREET
 3RD FLR S TOWER RM 333
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total 55574.36

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

Account	Amount	Remaining Budget
1000.40.20.2045.2045.2000.0000.0000.42200.	55574.36	66639.94
MAJOR PROJECTS EXP	PROFESSIONAL & TECHNICAL	

=====	=====
Bill To	Requisition 00014207-00 FY 2020
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2045.2045.2000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Released
	Page 2
=====	=====

Vendor
E-BUILDER, INC.
1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To
ENGINEERING
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 361
MOBILE, AL 36644
CHERI.BOUCHER@CITYOFMOBILE.ORG

Delivery Reference
CHERI BOUCHER

Deliver To
MAJOR PROJECTS
205 GOVERNMENT STREET
3RD FLR S TOWER RM 333
MOBILE, AL 36644

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/09/20	295201				MAJOR PROJECTS
-----	-----	-----	-----	-----	-----

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

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

Activity	Date	Clerk	Comment
Forward	07/09/20	JENNIFER GREENE	Automatic Forward to 9105chrr
Approved	07/10/20	REBECCA CHRISTIAN	
Forward	07/10/20	JOHN PAINE	
Queued	07/10/20	DONNA MICHELE STANLEY	
Queued	07/10/20	DONALD ROSE	
Queued	07/10/20	ARCHNIQUE KIDD	

Authorized By: _____ Date: _____
Signature



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <http://www.gsaadvantage.gov>

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT
SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES
FSC GROUP: 70**

**CONTRACT NUMBER:
GS-35F-408AA**

**PERIOD COVERED BY CONTRACT:
May 31, 2013 to May 30, 2023**

e-Builder, Inc.
1800 NW 69th Ave, Suite 201
Fort Lauderdale, FL 33313
(P) 954-513-3105
(F) 954-792-5949
<http://www.e-Builder.net>

Contractor's Administration Source: jprayther@e-builder.net

Modification #8, dated 03/12/19
Business Size: Other than Small
DUNS: 933695785

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

OVERVIEW

Company Background

e-Builder is the leading provider of fully integrated, cloud-based construction program management software for top facility owners and organizations that act on their behalf. The company's flagship product, e-Builder Enterprise, improves capital project execution resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build and operate lifecycle. The company is privately held and headquartered in Fort Lauderdale, Florida.

Earned Prestige and Trust

e-Builder is trusted by many of the largest facility Owners and Program Managers managing capital construction project portfolios in excess of \$100 billion to provide a reliable, cost effective and flexible platform for strategically managing cost, schedule and scope information from planning to occupancy. e-Builder provides these organizations with an auditable control mechanism to meet today's regulatory requirements.

Accessible and Responsive Team

e-Builder prides itself in being accessible to our clients and responding to their needs as part of our product roadmap definition. More than 75% of our enhancement requests come from clients. e-Builder's leadership team is available to address issues or concerns quickly.

Experience in the Construction Industry

Our team consists of seasoned experts with vast experience implementing our software throughout the world. The e-Builder team is experienced in the development, implementation, deployment, training and support of complex construction program management systems. We do not subcontract these functions. Our direct experience affords us a unique understanding of what it takes to deliver a successful implementation and results in our clients achieving their stated goals. e-Builder's focus and experience has always been on the construction industry, as opposed to generic project management systems. We have not ventured, nor do we plan to venture, outside of this space.

e-Builder Enterprise™ Product Overview

e-Builder Enterprise is a fully integrated cloud-based construction program management software system for owners managing capital projects. The system is designed to address the specific needs of these owners from planning stages through occupancy or operation. e-Builder Enterprise connects all of the internal and external stakeholders to efficiently manage documents, schedule, and communications across all of the projects in the organization. Developed and continuously refined since 1995 with input from thousands of users, e-Builder Enterprise is the most innovative, functionally-rich and easiest-to-use construction program management software system of its kind. Whether you are managing a single project, multiple projects, or multiple programs each with several projects, e-Builder Enterprise provides one integrated system to manage the cost, schedule and scope of each project as it moves from planning to occupancy. The system is modular, and entirely accessible and configurable via the Internet making it the fastest system to deploy. More than 5,000 companies and government agencies involved in capital construction planning, design, construction and operations leverage e-Builder to improve capital project execution. The results are increased productivity, accountability, and much tighter control over costs and schedule, which ultimately reduces costs and speeds time to market.

GSA AWARDED TERMS AND CONDITIONS E-BUILDER, INC.

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

SIN 132-51: Information Technology (IT) Professional Services
SIN 132-52: Electronic Commerce and Subscription Services

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** See attached Proposed Pricelist

1c. **HOURLY RATES (Services Only):** See attached proposed pricelist

2. **MAXIMUM ORDER*:**

SIN 132-51: \$500,000
SIN 132-52: \$500,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MINIMUM ORDER:** \$100

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery

5. **POINT(S) OF PRODUCTION:** 1800 NW 69th Ave STE 201 Fort Lauderdale, FL 33313

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached pricing table

7. **QUANTITY DISCOUNT(S):** Additional 1% discount on single task orders over \$250,000

8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days

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

9b. Government purchase cards **are not accepted** above the micro-purchase threshold

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:** To be negotiated at the task order level

11b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

11c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level

11d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

12. **FOB POINT:** Destination

13a. **ORDERING ADDRESS:**

e-Builder, Inc.
1800 NW 69th Avenue
Suite 201
Plantation, FL 33313
(P) 954-513-3105
(F) 954-792-5949

13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. **PAYMENT ADDRESS:**

e-Builder, Inc.
1800 NW 69th Avenue
Suite 201
Plantation, FL 33313
(P) 954-513-3105
(F) 954-792-5949

15. **WARRANTY PROVISION:** Refer to e-Builder, Inc.'s Service Agreement

16. **EXPORT PACKING CHARGES:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
Accepted at, below, and above the micro-purchase threshold.

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable):** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for EIT:** as applicable

25. **DUNS NUMBER:** 933695785

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active in SAM, CAGE Code 1XMU0

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the

travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

**TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION
NUMBER 132-52)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

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

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "*Standards for Security Categorization of Federal Information and Information Systems*") (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

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

6. ORDER

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

7. PERFORMANCE OF ELECTRONIC SERVICES

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. RIGHTS IN DATA

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

10. ACCEPTANCE TESTING

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

11. WARRANTY

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

Refer to Service Agreement

The warranty shall commence upon the later of the following:

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

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

12. MANAGEMENT AND OPERATIONS PRICING

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

13. TRAINING

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

Refer to Pricelist

14. MONTHLY REPORTS

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

14. ELECTRONIC COMMERCE SERVICE PLAN

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

Refer to Pricelist

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

Refer to Pricelist

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

Refer to Pricelist

E-BUILDER SERVICE AGREEMENT

e-Builder, Inc. whose address is 1800 NW 69th Avenue, Suite 201, Plantation, FL 33313 ("e-Builder") and Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("Customer"), enter into this e-Builder Service Agreement (the "Service Agreement"). In the event of a conflict between any terms and conditions in this Service Agreement and the terms and conditions of the GSA Schedule 70 contract, the terms and conditions of the Schedule 70 contract shall control. The work to be performed for an "Ordering Activity" may be contained in one or more "Task Orders."

1. TERM. This Agreement shall continue for the period purchased by the Ordering Activity as set forth in the relevant task order.

2. SERVICES.

21. Services. e-Builder agrees to provide the services described in the relevant Task Order (the "Services") to Customer subject to the terms and conditions of this Agreement, in consideration for the payments set out therein. Customer acknowledges that e-Builder Enterprise[™] software may be modified or upgraded from time to time, and that "Services" and "Customer Support" provided to Customer shall only include the use of the most recent version of e-Builder Enterprise[™].

22. License of Software. Customer's right to use the Services (including, without limitation, the limited license to use e-Builder Enterprise[™] software), is limited to the restrictions contained herein, including those related to the number of users, projects, annual capital program expenditures and/or period of use. The Customer acknowledges that title to and copyright in the software applications supplied by e-Builder (including e-Builder Enterprise[™]) are reserved by e-Builder. Customer acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder, other than the specific limited rights to the Services. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Services (including, without limitation, all software, code and designs used in providing the Services).

3.

4. WARRANTIES

41. Representations. Customer represents, warrants and covenants the following to e-Builder: (i) Customer currently possesses all necessary licenses, permits, insurance and approvals required validly to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Customer's performance of its duties under this Agreement, (ii) To the best of its knowledge and ability, Customer will comply with, and will use its best efforts to cause each subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective responsibilities under this Agreement and any subcontracts, and (iii) No information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

42. Disclaimer of Warranty and Limitations of Liability. E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN AND ANY WARRANTIES SPECIFICALLY PROVIDED IN THE GSA SCHEDULE 70 CONTRACT, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

FOR ANY ONE OR MORE BREACH OF THIS AGREEMENT OR DEFAULT HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF ONE (1) MONTH'S FEES PAID BY CUSTOMER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR

ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT, BUT SHALL NOT APPLY TO OR LIMIT SUMS DUE HEREUNDER TO E-BUILDER FOR SERVICES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule 70 contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

- 43 Indemnity. e-Builder agrees to indemnify and hold harmless the Customer (for services rendered under a Task Order, as applicable), its officers, directors, employees or agents from and against any claims made upon it by any third party, arising out of information or software provided by it or actions of its employees, agents or invitees.
5. AUDIT RIGHTS. e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit Customer's records relating to Customer's activities pursuant to this Service Agreement in order to verify that Customer has complied with the terms of this Agreement. Such audits will be conducted no more than once in any period of twelve (12) consecutive months, and e-Builder will adhere to any security measures required by the Ordering Activity.
6. CONFIDENTIALITY. Confidential Information refers to all nonpublic information provided by one party to the other, but it does not include this Service Agreement. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of such information.
7. MISCELLANEOUS
- 7.1 Governing Law and Venue. This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States.
- 7.2 Notices. All notices required or permitted to be sent pursuant to this Agreement shall, unless otherwise specifically provided, be in writing and shall be deemed given when delivered personally or by facsimile, overnight air courier or certified mail (postage prepaid, return receipt requested), to the addresses shown above or such other substitute address designated in writing.
- 7.3 Force Majeure. Notwithstanding any other provision of this Agreement, if by reason of Force Majeure, any Party is unable to perform certain of its obligations under this Agreement it shall be automatically relieved of those obligations to the extent, and for the period of time, that such Party is prevented from meeting them by Force Majeure.

E-BUILDER, INC.

“Customer”

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

e-Builder, Inc.
Awarded GSA Pricelist

SIN	Labor Category	Functional Responsibility	Minimum Experience	Minimum Education	Awarded Net GSA Price	UOI
132-51	Project Manager	As primary point of contact for the customer, the Project Manager is proficient in the latest hardware, software, and network technologies. Directs completion of complex information technology tasks within mated timeframe and budget constraints, while oversees all project work. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with scope requirements.	At least six years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communications skills, with the ability to multi-task	Bachelor's degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelor's degree, six years relevant experience and/or technical certificates may be substituted.	\$ 167.51	Hourly
132-51	Program Director	The Program Director leads an implementation team consisting of program managers, project managers, and business analysts and has ultimate responsibility for the overall success of customer implementations of the e-Builder product suite. The Program Director oversees project staffing, and implementation procedures. This role is the final escalation point for addressing stakeholder concerns.	At least six years of project management experience leading technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$226.10	Hourly
132-51	Program Manager	Oversees business analysts through entire implementation cycle to ensure that best practices are applied to client requirements. Actively reviews configured instances of e-Builder Enterprise to verify the configuration adheres to e-Builder procedures and business rules, and is based on client requirements.	At least six years of project management experience leading technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$199.50	Hourly
132-51	Project Manager II	Coordinate day-to-day activities of a project implementation team of business analysts. Manages scope, schedule, and financials for each project. Responsible for measuring and reporting key implementation related KPIs to internal and customer stakeholders	At least six years of project management experience leading technology and/or construction projects. Position requires construction industry knowledge, excellent oral and written communications skills, with the ability to multi-task.	Bachelor's degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelor's degree, six years relevant experience and/or technical certificates may be substituted. e-Builder Certified Professional.	\$186.20	Hourly
132-51	Business Analyst	Responsible for requirements gathering, documentation, and configuration of e-Builder Enterprise. Works with stakeholders to develop and execute UAT strategies. Creates and distributes meeting minutes, status reports, and required documentation to project stakeholders.	At least two years of project management experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted. e-Builder certified Professional.	\$168.46	Hourly
132-51	Software Engineer	Participates in all aspects of product and client specific custom software development from requirements analysis through product release. Assists with testing strategies and evaluation of expected results. Communicates status, risks, and other issues on software development projects.	At least two years software development environment experience. Must have strong object-oriented programming skills and excellent problem-solving skills.	A Bachelor's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$195.06	Hourly

132-51	Software Architect	Responsible for definition of overall software solution architecture. Leverages deep understanding of architectural design patterns and domain driven design to lead a team software engineers, performance test engineers and software QA engineers on continuously improving system architecture. Provides architectural oversight for client-specific, custom development solutions.	At least six years software architecture experience. Must have expert object-oriented programming skills, deep understanding of architectural design patterns, and excellent problem-solving skills.	A Bachelor's Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$221.66	Hourly
SIN	Service Title	Service Description	Minimum Experience	Minimum Education	Awarded Net GSA Price	UOI
132-51	Managed Services - 25% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 520 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$69,823.68	Annual
132-51	Managed Services - 50% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1040 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$129,672.54	Annual
132-51	Managed Services - 75% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1560 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$179,546.60	Annual
132-51	Managed Services - 100% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 2080 hours of service per year included in price. Tier 1 applies to all locations across the continental United States except Metro New York and San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$219,445.84	Annual
132-51	Managed Services - 25% FTE - Tier 2	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 520 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$83,788.41	Annual
132-51	Managed Services - 50% FTE - Tier 2	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1040 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$155,607.05	Annual

132-51	Managed Services - 75% FTE - Tier 2	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1560 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$215,455.92	Annual
132-51	Managed Services - 100% FTE - Tier 2	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 2080 hours of service per year included in price. Applies to Alaska, Hawaii, Metropolitan New York, Metropolitan San Francisco.	At least two years of project management or business analyst experience implementing technology and/or construction projects. Position requires excellent oral and written communications skills, with the ability to multi-task	A Bachelor's Degree in a construction related, business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelor's degree, six years of relevant work experience can be substituted.	\$263,335.01	Annual

e-Builder, Inc.
Awarded GSA Pricelist

SIN	MFR	MFR PART NO	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
132-52	e-Builder	Eb-Ent-Gov-15-Named	e-Builder Enterprise Government Edition which includes core platform and up to 15 named users. One-year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with up to 15 users / year	\$24,876.80	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-15-Named (on AWS GovCloud	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 15 named users. One-year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with up to 15 users / year	\$31,523.27	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-50-Named	e-Builder Enterprise Government Edition which includes core platform and up to 50 named users. One-year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with up to 50 users / year	\$62,192.00	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-50-Named (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 50 named users. One-year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with up to 50 users / year	\$78,808.19	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-20MCapital Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$20 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$20 million in capital program	\$44,459.49	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-20MCapital Program (on AWSGovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$20 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$20 million in capital program	\$56,337.97	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-50MCapital Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$50 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$50 million in capital program	\$90,249.43	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-50MCapital Program (on AWSGovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$50 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$50 million in capital program	\$114,361.87	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-300MCapital Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$300 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$300 million in capital program	\$217,086.47	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-300MCapital Program (on AWSGovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$300 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$300 million in capital program	\$275,086.67	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-500MCapital Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$500 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$500 million in capital program	\$289,707.32	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-500MCapital Program (on AWSGovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$500 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$500 million in capital program	\$367,110.05	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-1000MCapital Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$1000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$1000 million in capital program	\$391,598.27	Standard Warranty	US

132-52	e-Builder	eB-Ent-Gov-1000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$1000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to \$1000 million in capital program	\$496,223.76	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-2000M-Capital_Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$2000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, Business Intelligence Add-on, Sandbox, API, and BIM	Platform with unlimited users for up to \$2000 million in capital program	\$522,299.02	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-2000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$2000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, API, and BIM	Platform with unlimited users for up to \$2000 million in capital program	\$664,685.69	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-3000M-Capital_Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to \$3000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, Business Intelligence Add-on, Sandbox, API, and BIM	Platform with unlimited users for up to \$3000 million in capital program	\$635,082.80	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-3000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$3000 million USD. One-year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, API, and BIM	Platform with unlimited users for up to \$3000 million in capital program	\$808,551.63	Standard Warranty	US
132-52	e-Builder	EB-APPX-SUB-Platform	e-Builder AppXchange platform subscription which includes up to 5 integration points. One-year subscription license. Requires purchase of SIN 132-51 for implementation	e-Builder AppXchange Platform with up to 5 Integration Points	\$23,924.69	Standard Warranty	US
132-52	e-Builder	EB-APPX-SUB-5IP	e-Builder AppXchange subscription for up to 5 additional points. Requires purchase of SIN 132-51 for implementation	Additional 5 Integration Points	\$14,831.49	Standard Warranty	US



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Richardson and Mayor Stimpson

Purpose and Scope of Project:

The design contract is essential to on-going government operations in order that construction bid documents can be completed and aspects of the Park can be repaired and improvements made to provide a safe experience for the public as they again use the Park and its facilities.

These repairs and improvements will allow for Parks and Recreation Department programming and use of the Park by the public.

Amount of Contract:

\$49,865.00

Funding Source

Project # Michael Figures Park - Improvements, PR-039-20

Discretionary Funds

Project String 20002000-42200

Contract Number:2900

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	8/24/2020 - 1:08 PM
Capital	Hollins, Tiffany	Approved	8/24/2020 - 2:24 PM
Legal	Kern, Chris	Approved	8/24/2020 - 4:24 PM

Mayors
Office

Wesch, Paul

Approved

8/26/2020 - 5:50
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Shonnda Smith, Director of Parks and Recreation

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive, if awarded, a grant in the amount of \$50,000, from the South Alabama Regional Planning Commission, in support of Title III Funding. (\$60,904 Local Cash Match and \$135,648 In-Kind Match). The Local Cash Match amount reflects city salaries that are traditionally considered an In-Kind Match but have been categorized as "Local Cash Match" per the request of the Grantor".

Funding Source

Project #

Project String 10042035

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

Grant Funds \$50,000.00

Discretionary Funds

Contract Number:

Matching Funds \$60,904 - Local Cash; \$135,648 - In-Kind

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	8/25/2020 - 1:29 PM
Legal	Kern, Chris	Approved	8/25/2020 - 2:56 PM
Legal	Kern, Chris	Approved	8/25/2020 - 2:56 PM
Mayors Office	Wesch, Paul	Approved	8/26/2020 - 5:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilperson Gina Gregory

Purpose and Scope of Project:

To accept a contract with Thompson Engineering, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This a necessary minimum essential function of the Council - Public Works (infrastructure/consultant/other relate services.)

Amount of Contract:

\$1,778,052.00

Funding Source

Project # C0053

Project String 20002000-48020

Budget Amendment REDUCE INCREASE

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/26/2020 - 5:55 PM
Accounting	Daniels, Bettye	Approved	8/27/2020 - 11:18 AM
Legal	Kern, Chris	Approved	8/27/2020 - 11:30 AM

Legal

Kern, Chris

Approved

8/27/2020 -
11:30 AM

Mayors
Office

Wesch, Paul

Approved

8/27/2020 - 2:01
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/27/2020 -
10:39 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/27/2020 -
10:41 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr.

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 1913 Andrews Street - ME-164-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:40 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 2066 Gibson Street - ME-161-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:48 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 2804 Greenback Drive - ME-156-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:50 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:12 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 526 Helveston Street - ME-172-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:52 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 2529 Muriel Avenue - ME-178-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:49 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:14 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/1/2020

Funding Source

Project # 1530 Northview DRive - ME-150-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/26/2020 - 12:39 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 10:23 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

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

Purpose and Scope of Project:

Assess cost for removal of weeds, Weed Lien Group 1602

Effective Date of Contract:

9/1/2020

Funding Source

Project # Weed Lien Group 1602

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	Daughenbaugh, David	Approved	8/27/2020 - 2:57 PM
City Clerk	Merchant, Mary Ann	Approved	8/27/2020 - 3:32 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER FRED RICHARDSON - \$ 2,143.00

COUNCILMEMBER C. J. SMALL - \$ 2,143.00

COUNCILMEMBER JOHN WILLIAMS - \$ 4,000.00

COUNCILMEMBER JOEL DAVES - \$ 2,143.00

COUNCILMEMBER BESS RICH - \$ 2,143.00

COUNCILMEMBER GINA GREGORY - \$ 2,143.00

TOTAL \$14,715.00

Purpose and Scope of Project:

FUNDS WILL BE USED TO SPONSOR UPCOMING EXHIBITION OF WORKS BY PHOTOGRAPHER AND FILMMAKER. THE EXHIBITION GORDON PARKS: SEGREGATION STORY IN MOBILE 1956 WILL BE VIEWED JANUARY 17 THROUGH AUGUST 29, 2021

Amount of Contract:

\$14,715.00

Funding Source

Project # DSC-01/10041020-42080;DSC-03/10041020-42080;DSC-04/10041020-42080;DSC-05/10041020-42080;

Discretionary Funds DSC-01; DSC-03 ;DSC-04; DSC-05; DSC-06; DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Accounting Daniels, Bettye

Action

Approved

Date

8/25/2020 - 2:55
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor and John William, Councilmember

Purpose and Scope of Project:

to authorize the adoption of the Resolution to provide Tier I benefits to Tier II plan members

Amount of Contract:

\$146,440

Effective Date of Contract:

9/8/2020

Funding Source

Project # Resolution to provide Tier I benefits to Tier II plan members **Discretionary Funds** na

Project String n/a

Contract Number:

Budget Amendment REDUCE n/a INCREASE

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/27/2020 - 1:12 PM
Legal	Barfield, Becky	Approved	8/27/2020 - 1:13 PM
Accounting	Daniels, Bettye	Approved	8/27/2020 - 1:28 PM
			8/27/2020 - 1:47

Legal	Kern, Chris
Legal	Kern, Chris
Mayors Office	Wesch, Paul

Approved
Approved
Approved

PM
8/27/2020 - 1:47 PM
8/27/2020 - 2:04 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/27/2020 - 3:23 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/27/2020 - 3:56
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:9/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/27/2020 - 9:48
AM