



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, August 31, 2021, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Senior Pastor Sid Phillips, Grace Bible Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

August 17 & 25, 2021

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. PUBLIC HEARINGS

Public hearing to rezone property located at 6636, 6638, 6640, 6666, 6680 and 6692 Old Shell Road (north side of Old Shell Road, 520'+ west of the north terminus of Dickens Ferry Road) from R-1, Single-Family Residential District, to R-3, Multi-Family Residential District (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Malcolm Banks

Timothy Hollis

Reggie Hill

11. ORDINANCES HELD OVER

57-030 Ordinance Granting a Small Cell Wireless Facilities License - New

Cingular Wireless PCS, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

12. RESOLUTIONS HELD OVER

01-688 Authorize Foreign-Trade Zone Operator Agreement with Keyport Warehousing, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

01-689 Authorize Foreign-Trade Zone Operator Agreement with Meador Warehousing & Distribution, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

08-690 Approve purchase order to Southern Lighting & Traffic Systems for six traffic signal controllers for Traffic Engineering Department, \$15,900.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-691 Approve purchase order to Peek Traffic Corporation for three traffic signal cabinets for the Traffic Engineering Department, \$23,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-692 Approve purchase orders to Petroleum Traders Corporation for fuel for the Wave Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-693 Approve purchase order to School Specialty LLC for pottery wheels, stools & kiln for the Mobile Museum of Art, \$17,043.74 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-694 Approve purchase order to Emergency Equipment Professional, Inc. for ambulance for Fire Administration, \$172,214.44 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-695 Approve purchase order to Aardvark for tactical robot with accessories for Police Administrative Services, \$67,908.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-696 Approve purchase order to Kaseware Inc. for 30 one-year licenses for case management software for Police Administrative Services, \$42,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-697 Approve purchase order with IT Vendor for subscription for data back-up/recovery services, \$168,217.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-699 Authorize contract with Barter & Associates for Dock Improvements at GulfQuest/Mobile Alabama Cruise Terminal; \$70,000.00 (CO524, 20002000-

42200); sponsored by Mayor Stimpson & Councilperson Manzie (submitted by Cassie Boatwright, Real Estate Asset Management Dept)

31-700 Authorize grant application to the Alabama Historical Commission for digitization project by the Historic Development Office, \$19,630.13 (City's portion: \$10,761.74) (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

60-701 Authorize Settlement Agreement and Release of Claims - Johnson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-702 Authorize Settlement Agreement and Release of Claims - Busby (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

13. ORDINANCES BEING INTRODUCED

64-031 Ordinance to rezone property located at 6636, 6638, 6640, 6666, 6680 and 6692 Old Shell Road (north side of Old Shell Road, 520'+ west of the north terminus of Dickens Ferry Road) from R-1 to R-3 (District 7).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-704 Appoint Gregory Morris, Sr. to the Board of Adjustment (sponsored by Councilmember Small) (submitted by Lisa C. Lambert, City Clerk).

03-705 Re-appoint Mary Williams to the Medical Clinic Board of the City of Mobile (Second) (sponsored by Councilmember Small) (submitted by Lisa C. Lambert, City Clerk).

58-706 Declare weeds noxious, Weed Lien Group 1618

60-707 Determine an appropriation to The Southern Skyline community serves a public purpose and approve payment, \$12,000.00 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).

60-708 Determine an appropriation to the United Methodist Inner City Mission of Mobile, Inc. serves a public purpose and approve payment, \$1,500.00 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).

60-709 Determine an appropriation to The Friends of the Richards DAR House Museum Foundation serves a public purpose and approve payment, \$2,000.00 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).

60-710 Determine an appropriation to the Southridge Homeowners Association,

Inc. serves a public purpose and approve payment, \$1,883.10 (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting Department).

27-722 Declare the results of the August 24th Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

03-723 Appoint Anna Bush to the ad hoc Animal Shelter Citizens' Advisory Committee (sponsored by Councilmember Manzie) (submitted by Lisa C. Lambert, City Clerk).

15. CIP RESOLUTIONS BEING INTRODUCED

21-711 Authorize contract with Parten Smith, Inc., for 2017 CIP Woodcock Drainage Repairs (Airport Boulevard to U.S. 90); COM Project No. 2017-3005-11 (D#5); \$935,000.00 (sponsored by Mayor Stimpson and Councilmember Daves), (submitted by Nick Amberger, Engineering Department)

16. RESOLUTIONS BEING INTRODUCED

01-712 Authorize agreement with Gaillard Builders, Inc., for Church Street Cemetery West Wall Repairs, \$36,718.00 (CE-046-21; G-HUR-Sally) (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Michelle Melton, REAM).

01-713 Authorize agreement with Wil Amanor to provide tennis lessons & clinics for the Parks & Recreation Department (NTE \$40,000 per year) (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, MPRD).

08-714 Approved item based bid for graphics for MPD vehicles (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-715 Approve purchase order to Med-Eng LLC. for EOD bomb suit & accessories for Police Admin Services, \$36,525.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-716 Approve purchase order to Wilson Dismukes Inc. for 50 trimmers for the Motor Pool, \$18,699.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-717 Transfer \$30,000 from MIT's operating account to their capital account for carpet replacement (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Department).

21-718 Authorize contract with Bill Smith Electric Inc. for Emergency Generator & Service Modification at Fire Station #16 (Lathan); \$36,500.00 (61206120-42150); sponsored by Mayor Stimpson & Councilperson Small (submitted by Cassie Boatwright, Real Estate Asset Management Dept.).

21-719 Authorize contract with Bill Smith Electric Inc. for LED Lighting Upgrade at Mims Park; \$273,089.00 (C0529; 20002000-48010); sponsored by Mayor Stimpson & Councilperson Williams (submitted by Cassie Boatwright, Real Estate Asset Management Dept.).

25-720 Approve Permanent Easement for use in 12 Mile Creek stream restoration project (construction and maintenance) (RESTORE funded Three Mile Creek Watershed Restoration project) (sponsored by Mayor Stimpson & Councilmember Rich) (submitted by Jennifer Greene & Carleen Stout).

60-721 Approve Settlement Agreement and Release of Claims - Allstate Property & Casualty Ins Co as Subrogee of Mikala Jackson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

17. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/27/2021 - 3:39 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/26/2021 - 2:37 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

7/29/2021 - 2:44
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/26/2021 - 2:35
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/26/2021 - 2:36
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/31/2021 -
10:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to grant to New Cingular Wireless PCS, LLC a non-exclusive license to construct, maintain and operate small cell facilities and/or support structures in the rights-of-way in accordance with and subject to the provisions of our small cell facilities ordinance

Amount of Contract:

n/a

Effective Date of Contract:

8/31/2021

Funding Source

Project # Ordinance Granting a Small Cell Wireless Facilities License

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

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/18/2021 - 10:54 AM
Legal	Kern, Chris	Approved	8/18/2021 - 2:17 PM
Mayors	Barber, James	Approved	8/19/2021 - 3:07

Office

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Foreign-Trade Zone Operator Agreement with Keyport Warehousing, Inc., in which the City grants the Operator the right to utilize the real property located in FTZ No. 82

Amount of Contract:

n/a

Effective Date of Contract:

8/31/2021

Funding Source

Project # Foreign-Trade Zone Operator Agreement
with Keyport Warehousing, Inc.

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

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/18/2021 - 2:24 PM
Legal	Kern, Chris	Approved	8/18/2021 - 2:27 PM
Mayors	Barber, James	Approved	8/19/2021 - 3:02

Office

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Foreign-Trade Zone Operator Agreement with Meador Warehousing & Distribution, Inc. in which the City grants the Operator the right to utilize real property located in FTZ No. 82

Amount of Contract:

n/a

Effective Date of Contract:

8/31/2021

Funding Source

Project # Resolution for FTZ Operator Agreement
with Meador Warehousing & Distribution

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

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/18/2021 - 2:19 PM
Legal	Kern, Chris	Approved	8/18/2021 - 2:27 PM
Mayors	Barber, James	Approved	8/19/2021 - 3:02

Office

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Lighting & Traffic Systems for six traffic signal controllers.

Amount of Contract:

\$15,900.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210816 Southern Agenda Package POs	Cover Memo	8/16/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/19/2021 - 3:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>15534</u>	2021	(2060) TRAFFIC ENGINEERING	SIX TRAFFIC SIGNAL CONTROLLERS (SEALED BID 5561)	\$15,900.00-	<u>(278464)</u> <u>SOUTHERN</u> <u>LIGHTING &</u> <u>TRAFFIC</u> <u>SYSTEMS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015534-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1

Vendor SOUTHERN LIGHTING & TRAFFIC SYSTEMS 113 INDUSTRIAL PARK DRIVE CUMMING, GA 30040 Tel#205-999-1950	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/21	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MY BID 5561 AND YOUR QUOTE TRAFFIC SIGNAL CONTROLLER TO MEET CITY TRAFFIC SIGNAL CABINET ASSEMBLY SPECIFICATION AS PER BID #5561 ORIGINAL REQ 5/10/21 FOR CABINETS WITH CONTROLLERS. REQ SPLIT TO AWARD CABINETS SEPARATE FROM CONTROLLERS	6.00 EACH	2650.00000	15900.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0222 .OPERSUPPLS.			2650.00
2	2000.80.00.0000.0000.0000.0000.44020. E C0228 .OPERSUPPLS.			5300.00
3	2000.80.00.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS.			7950.00

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

Deliver To
 TRAFFIC ENGINEERING

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015534-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2

Vendor SOUTHERN LIGHTING & TRAFFIC SYSTEMS 113 INDUSTRIAL PARK DRIVE CUMMING, GA 30040 Tel#205-999-1950	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/21	278464				TRAFFIC ENGINEERING

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

Requisition Link

Requisition Total 15900.00

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

Account	Amount	Remaining Budget
E C0222 .OPERSUPPLS.	2650.00	703.00
E C0228 .OPERSUPPLS.	5300.00	332.00
E C0294 .OPERSUPPLS.	7950.00	77037.92

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	15900.00	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/10/21	MARYBETH BERGIN	
Approved	08/10/21	JENNIFER WHITE	Auto approved by: 910515265
Approved	08/11/21	BRENDA RHODES	
Approved	08/11/21	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/11/21	RELYA MALLORY	Auto approved by: 910511034
Forward	08/11/21	JOHN PAINE	
Queued	08/11/21	DONNA MICHELE STANLEY	
Queued	08/11/21	DONALD ROSE	
Queued	08/11/21	SANDRA LEWIS	

BID TABULATION FOR BID #5561

TRAFFIC SIGNAL EQUIPMENT CABINETS, CONTROLLERS

VENDORS			Peek Traffic Copr DBA Oriux	Southern Lighting & Traffic Systems	J Q & G DBA OB TRAFFIC	CED	CONTROL TECHNOLOGIES
Line	Items						
1	TS2-Type II Base Mount Cabinet Assembly with Controller	NA	\$ 9,500.00	\$ 12,500.00	\$ 13,575.55	\$ 17,851.00	\$ 14,550.00
2	TS2-Type II Pole Mount Cabinet Assembly with Controller	NA	\$ 9,400.00	\$ 12,500.00	\$ 12,105.40	\$ 17,851.00	\$ 12,744.00
3	TS2 Type II Base Mount Cabinet without Controller		\$ 7,800.00	\$ 9,700.00	\$ 10,225.00	\$ 13,879.34	\$ 12,550.00
4	TS2-Type II Pole Mount Cabinet without Controller		\$ 7,600.00	\$ 9,700.00	\$ 8,999.29	\$ 13,879.34	\$ 10,744.00
5	TS2-Type II Standard NEMA TS-2 Controller	*	\$ 2,303.00	\$ 2,650.00	\$ 4,550.55	\$ 4,100.00	* \$ 2,075.00
	* DOES NOT MEET ALL SPECS						
	NA-- NOT AWARED PER DEPT						
	Oriux Brand						
	Econollight Brand						
	Intelight Brand						

SEALED BID**CITY OF MOBILE****BID SHEET****Do Not Return Via Email or Fax****This is Not an Order**
.....**Mailing Address:**P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434**Purchasing Department
and Package Delivery:**Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: en 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:
05/14/2021	5561	VARIOUS	As Specified

This bid must be received and stamped by the Purchasing office not later than:**12:00 PM, Friday, June 4, 2021**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	TRAFFIC SIGNAL EQUIPMENT CABINETS, CONTROLLERS Please observe instructions on Reverse side. Please quote your prices in the unit specified in the bid. All prices to be delivered pricing, FOB Mobile. Products bid are to be compatible with existing equipment currently in use by the City of Mobile. Provide Specifications on Traffic Signal Control Cabinets/Controllers. Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods. Items with options may be selected in place of the base bid item. Approximate quantity is for each type of item, not for each optional item. All items must meet requirements as per attached Specifications. Page 1 of 3					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 2 of 3						
Qty 1-5	TS2-Type II 1. Base Mount Cabinet Assembly with Controller Make _____ Model _____ Unit Price \$ _____					
Qty 1-5	TS2-Type II 2. Pole Mount Cabinet Assembly with Controller Make _____ Model _____ Unit Price \$ _____					
Qty 1-5	TS2-Type II 3. Base Mount Cabinet without Controller Make _____ Model _____ Unit Price \$ _____					
Qty 1-5	TS2-Type II 4. Pole Mount Cabinet without Controller Make _____ Model _____ Unit Price \$ _____					
Qty 1-5	TS2-Type II 5. Standard NEMA TS-2 Controller Make _____ Model _____ Unit Price \$ _____					
THE ABOVE ITEMS MUST MEET THE ATTACHED SPECIFICATIONS.						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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 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

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

28

CITY OF MOBILE SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given elsewhere in the bid documents, on plan sheets, and on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and definitions of the equipment, words, and terminology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

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(a) DESCRIPTION.

A cabinet assembly with controller shall consist of a controller unit, conflict monitor, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(b) CABINET DESIGN.

The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.

The cabinet shall be fabricated from cast aluminum or shaped sheet aluminum. Unless otherwise shown on the plans, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be primed and finished with two coats of high-grade enamel paint, complying with the requirements of Section 855.

2. CABINET DIMENSIONS.

The cabinet shall be large enough to provide ample space to house the controller unit, conflict monitor, auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate the largest controller dimensions for the specific number of phases required by the plans or proposal.

The minimum size of pole mounted controller cabinet shall be 41 inches in height, 28 inches in width, and 16 inches in depth.

The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.

When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material.

Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position.

Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required.

Auxiliary Cabinet Door: A small, hinged, auxiliary door (police compartment door) shall be provided on the outside of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4. GASKETING.

Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS.

The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key.

Two keys shall be furnished for each type of lock.

6. SHELVES.

The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.

A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with ball bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copies of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.

Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.

The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.

The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling.

The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling.

There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.

A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.

Ground electrodes at controllers shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.

A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 – 15R grounding type outlet and shall have independent ground fault circuit protection.

12. CABINET VENTILATION.

Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring.

A thermostatically controlled power vent and fan shall be provided. The thermostat shall activate the fan at 110 °F and de-activate the fan at 90 °F with an accuracy of ± 5 °F.

13. IDENTIFICATION PLATE.

An aluminum identification plate shall be affixed to the cabinet door. The identification plate shall be sized to provide the message "City of Mobile" either etched or embossed in 1 inch high letters. The letters shall be delineated in black enamel.

14. DATA LABEL.

A data label shall be placed on the inside of the cabinet door to provide the following information:

- Manufacturer's name – All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Conflict Monitor Model Number
- Conflict Monitor Serial Number
- Time Base Coordinator Model Number (If applicable)
- Time Base Coordinator Serial Number (If applicable)
- Communication Unit Model Number (If applicable)
- Communication Unit Serial Number (if applicable)
- Master Model Number (If applicable)
- Master Serial Number (If applicable)
- Time Clocks Model Number (If applicable)
- Time Clocks Serial Number (If applicable)

(c) AUXILIARY DEVICES.

1. GENERAL.

Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.

The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.

The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH.

The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.

Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 °F. The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.

When specified, detector test switches shall be furnished to check all detector control circuits.

6. MERCURY CONTACTOR.

A mercury contactor input power relay shall be a 40 A relay for 2 phase and 4 phase controllers and a 60 A relay for 8 phase controllers.

(d) TERMINALS AND FACILITIES.

1. GENERAL.

The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or nonplug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

All panel wiring shall be neat, firm, and hardwired.

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

- Terminal block to provide connections for the circuit breaker and power supply line.
- Terminal block unfused, for neutral side of power supply line.
- Terminal blocks for conductors of signal control cable. One terminal for each signal circuit and one or more terminals for the common conductor shall be provided.

The terminal blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from one piece of pure copper.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.

The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.

Terminal connections used on solid wire shall be soldered.

10. WIRING.

Wiring with controller cabinet shall be neatly laced and identified.

All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.

The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.

All wiring to AC+ shall be colored black. All wiring to AC- shall be colored white. All wiring to chassis ground shall be colored green.

11. CABLES.

All cables shall be self-contained and have continuous jackets from terminal facility into connector.

The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.

The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.

All cables shall be self-contained and shall not be split to feed more than one connector.

12. DETECTOR PANEL.

A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.

A twelve-position double tie blank terminal strip shall be mounted on detector panel for future use.

13. SWITCH PANELS.

An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.

14. GROUNDING.

All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.

All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.

Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.

16. RADIO INTERFERENCE SUPPRESSION.

Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.

17. MAINTENANCE PANEL SWITCHES.

These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only).

The STOP-TIME switch shall be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.

The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.

The Signal ON/OFF switch shall be a two position switch the kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.

18. MAIN CIRCUIT BREAKERS.

A circuit breaker shall be furnished. Circuit breakers shall be rated at 20 A for two phase controllers, shall be rated at 30 A for three and four phase controllers, and shall be rated at 40 A for five through eight phase controllers.

The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.

19. POWER SUPPLY.

Unless otherwise specified the controller unit and associated equipment shall operate reliably on 115 V; 60 Hz single phase alternating current.

Any internal DC voltages required to satisfactorily operate a cabinet assembly shall be from a regulated power supply designed to generate all DC voltages required, constructed as an integral part of the cabinet assembly.

The grounded side of the power supply shall be carried throughout the controller in a continuous circuit.

20. TIMER CONNECTIONS.

The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a spring-connected mounting, or equivalent arrangement.

21. SIGNAL LOAD SWITCH ARRESTOR.

The load switch output shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION.

All lightning protection devices shall be replaceable without removing any panels.

23. INDICATOR LIGHTS.

Controllers having indicator lights with a design or in circuit life of less than 75,000 hours shall have a micro-switch located on the cabinet door that will extinguish the indicators when the door is closed.

24. NEMA INDICATION WIRING.

All NEMA functions plus NEMA coded status bits and voltage monitor outputs as listed in the NEMA Standards Publication No. TS 2-2016. Outputs shall be brought out and wired to an individual tie point of a terminal strip before further routing.

25. PREEMPTION (PRIORITY CONTROL).

When preemption is required by the plans or proposal, electrical devices, logic circuits and special wiring shall be provided which will assume control over local traffic control equipment to require display of special safety modes giving preferential right-of-way to emergency vehicles or protection at railroad crossings.

(e) CONFLICT MONITOR.

1. TYPE.

Conflict Monitor shall be a NEMA Type 12L and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. MONITOR REMOVAL.

The intersection shall remain in flash operation when the monitor has been removed.

3. BLOWN FUSE MONITOR.

The intersection shall go to flashing operation when the monitor fuse blows.

4. POWER SUPPLY MALFUNCTION.

The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall apply stop timing on the controller when tripped.

7. INDICATION OF DRIVE FAILURE.

The conflict monitor shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.

The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.

9. CLOCK.

The unit shall have a real time clock.

10. EVENT LOG.

The unit shall have an event log that contains the following data:

- AC power interruption/restoration logging;
- Logs reset after failure;
- Log 24 V values;
- Log CVM failure;
- Load switch failure;
- Log all faults with time and date.

11. EXTENDED MONITORING.

The unit shall have the following extended monitoring:

- Dual indication monitoring per channel;
- Short vehicle clearance detection.

12. DISPLAY OF INTERSECTION STATUS.

The unit shall be capable of displaying intersection status.

13. READBACK.

The unit shall have program card readback.

14. TERMINATION OF UNUSED INPUTS.

All unused inputs will be brought out and terminated on a terminal strip.

15. MONITOR INPUT WIRING.

Monitor inputs shall be wired to field output terminals.

(f) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.

All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.

- Unit shall be capable of withstanding repeated 20,000 A surges a minimum of 25 times.
- Unit shall have internal follow-current limiters (resistive elements).
- Unit shall contain a minimum of three active clamping stages.

- Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
- Parallel impedance of limiters shall be less than 0.15 ohms.
- Unit voltage shall be to the circuit breaker before cabinet voltage filters.
- Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.

The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.

2. PROTECTION OF SIGNAL LOAD SWITCHES.

Each load switch shall be furnished with a gas tube or metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.

Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.

Unit shall have a current rating of 20,000 A (8/impulse) one time.

Unit shall have a striking voltage of 300 to 500 V DC.

Unit shall have a minimum holdover of 155 V DC.

Unit shall be installed across the Triac of each section of the load switch. The center electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.

3. PROTECTION OF CONTROLLER UNIT AND CONFLICT MONITOR.

Power and neutral for controller and conflict monitor shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.

The surge protection device shall meet or exceed the following performance requirements.

Protectors, after being subjected to twenty five 20 kA (8 X 20 μ s) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.

The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.

The peak current shall be 20,000 A.

The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.

FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data

Insertion Loss Requirements

Frequency	Insertion Loss (db)
60 Hz	0
10 kHz	34

50 kHz	55
100 kHz	76
500 kHz	68
2 MHz	58
5 MHz	58
10 MHz	58
20 MHz	63

4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.

Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.

Unit shall have internal follow-current limiters (resistive elements).

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Unit shall not have thermal circuit breakers in place of limiters.

Limiter resistance shall be between 0.15 Ω and 0.39 Ω .

Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.

5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).

External surge protection for each detector must meet the following requirements.

Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.

Unit shall be of the inductive type with a maximum DC resistance of 150 m Ω .

Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.

Unit shall be a two stage device.

Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.

Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.

Unit shall withstand repeated surges.

Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.

(g) WIRING DIAGRAM.

Two copies of cabinet wiring diagram shall be supplied as well as copies of the following:

- Controller circuit diagrams and schematics;
- Controller Operations Manual;
- Conflict Monitor diagrams and schematics.
- Flasher diagrams and schematics;
- Load Relay diagrams and schematics;

- Diagrams and schematics of any external hardware supplied;
- Template of Base Mounting if base mounted.

Cabinet prints shall include flash color change instructions for all phases and all overlaps.

Cabinet prints shall be keyed to show every input and every output from every terminal. If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.

Cabinet prints shall show every connector.

(h) CONTROLLER UNIT.

1. TYPE.

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centrac 2.0 Advanced Transportation Management System. Controller shall include datakey receptacle, with an option to include any necessary datakey.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

III. Master Cabinet Assembly.

(a) MASTER CABINET.

The following additional requirements shall apply to the cabinet for a master cabinet assembly.

The master cabinet assembly shall house a hardwire master interconnect panel to provide for seven wire interconnect 120 V to be complete with three NEMA load switches, and complete with 120 V relays. The required functions provided shall consist of three dials; three offsets and flash; outputs and inputs. Panels shall have all components mounted on 0.125 inch sheet aluminum. The panel shall be completely wired in-place to include all necessary harness, and shall be wired to conform to the requirements of the MUTCD for system flash.

Terminal block facilities shall be provided for the interconnection.

(b) MASTER CONTROLLER UNIT.

1. GENERAL.

The master controller for an interconnected traffic control signal system shall be the apparatus required to provide supervisory functions under normal operation as described for interconnected controllers. The master control shall be compatible with the controller unit supplied with the cabinet assembly with controller.

2. **MOTOR.**

The master controller shall be driven by a synchronous motor or be provided with a synchronous control mechanism which will maintain a constant time cycle; however, when it is not necessary to keep a traffic control signal system in step with adjacent systems or adjacent non-interconnected controllers, an induction motor driven master controller may be specified.

3. **SUPERVISORY FUNCTIONS.**

- Means for automatically establishing offset time relations of local controllers.
- Hand operated switch for turning off completely all traffic control signal lights at interconnected local controllers.
- Hand operated switch for transfer of traffic control signal lights at each local controller to give flashing indications.
- Hand operated switch for selecting offset at which all interconnected local controllers shall operate in accordance with three distinct timing plans.
- Hand operated switch for selecting two or three interval setups on which each of the interconnected local controllers shall operate.

The above requirements shall be obtainable when specified, by means of an automatic time switch, in which case the automatic switching schedule shall be required.

IV. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (g) as defined above.

V. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two (2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.

1. **TYPE.**

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centrac 2.0 Advanced Transportation Management System.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

(b) STANDARD NEMA TS-2 CONTROLLER.

1. TYPE.

Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display.

The controller shall include an option that allows updating software using a Windows based computer, a USB thumb drive, or an SD card. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

**CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT
BID SHEET**

Cabinet Assembly with Controller.

Option touch screen

Option data key

Master Cabinet Assembly with Controller.

Option touch screen

Option data key

Cabinet Assembly without Controller.

Advanced Traffic Controller with NEMA-style cabinet.

Option touch screen

Option data key

Standard NEMA TS-2 Controller.



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:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Peek Traffic Corporation for two traffic signal cabinets.

CIP.

Amount of Contract:

\$23,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210816 Peek Agenda Package POs	Cover Memo	8/16/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/19/2021 - 3:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: 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>10820</u>	2021	(2060) TRAFFIC ENGINEERING	THREE TRAFFIC SINGAL CABINETS (SEALED BID # 5561)	\$23,000.00-	<u>(162617) PEEK TRAFFIC CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010820-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1

Vendor PEEK TRAFFIC CORPORATION 5401 N SAM HOUSTON PKWY W SUITE 102 HOUSTON, TX 77086 UNITED STATES Tel#281-453-0200	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
08/10/21	162617				ELECTRICAL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MY BID 5561 AND YOUR QUOTE CABINET, TRAFFIC SIGNAL WITHOUT CONTROLLER, POLE MOUNT WITH CAPABILITIES FOR TWO (2) THROUGH SIXTEEN (16) CHANNEL OPERATION WITH EQUIPMENT TO MEET CITY TRAFFIC SIGNAL CABINET ASSEMBLY SPECIFICATION AS PER BID #5561 Additional Description Notes	2.00 EACH	7600.00000	15200.00

Vendor TO SUPPLY ORIUX M-TYPE
 Vendor Item

1	2000.80.00.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS.			15200.00

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010820-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2

Vendor PEEK TRAFFIC CORPORATION 5401 N SAM HOUSTON PKWY W SUITE 102 HOUSTON, TX 77086 UNITED STATES Tel#281-453-0200	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
08/10/21	162617				ELECTRICAL

LN	Description / Account	Qty	Unit Price	Net Price
002	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 CABINET, TRAFFIC SIGNAL WITHOUT CONTROLLER, BASE MOUNT WITH CAPABILITIES FOR TWO (2) THROUGH SIXTEEN (16) CHANNEL OPERATION WITH EQUIPMENT TO MEET CITY TRAFFIC SIGNAL CABINET ASSEMBLY SPECIFICATION AS PER BID #5561 Additional Description Notes ----- VENDOR TO SUPPLY ORIUX P40 Vendor Item 1 2000.80.00.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS.	1.00 EACH	7800.00000	7800.00
				7800.00

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010820-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3

Vendor PEEK TRAFFIC CORPORATION 5401 N SAM HOUSTON PKWY W SUITE 102 HOUSTON, TX 77086 UNITED STATES Tel#281-453-0200	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
08/10/21	162617				ELECTRICAL

LN Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total	23000.00

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

Account	Amount	Remaining Budget
E C0294 .OPERSUPPLS.	23000.00	77037.92

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	23000.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	05/10/21	MARYBETH BERGIN	Auto approved by: 91054000
Approved	05/10/21	JENNIFER WHITE	
Approved	05/11/21	MARYBETH BERGIN	Auto approved by: 91054000
Approved	05/11/21	JENNIFER WHITE	
Approved	08/10/21	MARYBETH BERGIN	
Approved	08/10/21	JENNIFER WHITE	Auto approved by: 910515265
Approved	05/10/21	TIFFANY HOLLINS	
Approved	05/10/21	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	05/10/21	RELYA MALLORY	Auto approved by: 910514227
Approved	05/11/21	TIFFANY HOLLINS	
Approved	05/11/21	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	05/11/21	RELYA MALLORY	Auto approved by: 910514227
Approved	08/11/21	BRENDA RHODES	
Approved	08/11/21	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/11/21	RELYA MALLORY	Auto approved by: 910511034

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010820-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4

Vendor PEEK TRAFFIC CORPORATION 5401 N SAM HOUSTON PKWY W SUITE 102 HOUSTON, TX 77086 UNITED STATES Tel#281-453-0200	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
08/10/21	162617				ELECTRICAL

LN	Description / Account	Qty	Unit Price	Net Price
Rejected	05/10/21 SANDRA LEWIS	sep. lines for each kind of ca		
Forward	05/11/21 JOHN PAINE			
Rejected	06/25/21 SANDRA LEWIS	per mary beth see mary beth		
Forward	08/11/21 JOHN PAINE			
Queued	08/11/21 DONNA MICHELE STANLEY			
Queued	08/11/21 DONALD ROSE			
Queued	08/11/21 SANDRA LEWIS			

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5561

TRAFFIC SIGNAL EQUIPMENT CABINETS, CONTROLLERS

VENDORS			Peek Traffic Copr DBA Oriux	Southern Lighting & Traffic Systems	J Q & G DBA OB TRAFFIC	CED	CONTROL TECHNOLOGIES
Line	Items						
1	TS2-Type II Base Mount Cabinet Assembly with Controller	NA	\$ 9,500.00	\$ 12,500.00	\$ 13,575.55	\$ 17,851.00	\$ 14,550.00
2	TS2-Type II Pole Mount Cabinet Assembly with Controller	NA	\$ 9,400.00	\$ 12,500.00	\$ 12,105.40	\$ 17,851.00	\$ 12,744.00
3	TS2 Type II Base Mount Cabinet without Controller		\$ 7,800.00	\$ 9,700.00	\$ 10,225.00	\$ 13,879.34	\$ 12,550.00
4	TS2-Type II Pole Mount Cabinet without Controller		\$ 7,600.00	\$ 9,700.00	\$ 8,999.29	\$ 13,879.34	\$ 10,744.00
5	TS2-Type II Standard NEMA TS-2 Controller	*	\$ 2,303.00	\$ 2,650.00	\$ 4,550.55	\$ 4,100.00	* \$ 2,075.00
	* DOES NOT MEET ALL SPECS						
	NA-- NOT AWARED PER DEPT						
	Oriux Brand						
	Econollight Brand						
	Intelight Brand						

SEALED BID**CITY OF MOBILE****BID SHEET****Do Not Return Via Email or Fax****This is Not an Order****Mailing Address:**

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: en 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:
05/14/2021	5561	VARIOUS	As Specified

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

12:00 PM, Friday, June 4, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	TRAFFIC SIGNAL EQUIPMENT CABINETS, CONTROLLERS Please observe instructions on Reverse side. Please quote your prices in the unit specified in the bid. All prices to be delivered pricing, FOB Mobile. Products bid are to be compatible with existing equipment currently in use by the City of Mobile. Provide Specifications on Traffic Signal Control Cabinets/Controllers. Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods. Items with options may be selected in place of the base bid item. Approximate quantity is for each type of item, not for each optional item. All items must meet requirements as per attached Specifications. Page 1 of 3					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 2 of 3						
Qty 1-5	TS2-Type II 1. Base Mount Cabinet Assembly with Controller Make _____ Model _____ Unit Price \$ _____					
Qty 1-5	TS2-Type II 2. Pole Mount Cabinet Assembly with Controller Make _____ Model _____ Unit Price \$ _____					
Qty 1-5	TS2-Type II 3. Base Mount Cabinet without Controller Make _____ Model _____ Unit Price \$ _____					
Qty 1-5	TS2-Type II 4. Pole Mount Cabinet without Controller Make _____ Model _____ Unit Price \$ _____					
Qty 1-5	TS2-Type II 5. Standard NEMA TS-2 Controller Make _____ Model _____ Unit Price \$ _____					
THE ABOVE ITEMS MUST MEET THE ATTACHED SPECIFICATIONS.						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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 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

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

57

CITY OF MOBILE SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given elsewhere in the bid documents, on plan sheets, and on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and definitions of the equipment, words, and terminology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

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LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
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(a) DESCRIPTION.

A cabinet assembly with controller shall consist of a controller unit, conflict monitor, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(b) CABINET DESIGN.

The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.

The cabinet shall be fabricated from cast aluminum or shaped sheet aluminum. Unless otherwise shown on the plans, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be primed and finished with two coats of high-grade enamel paint, complying with the requirements of Section 855.

2. CABINET DIMENSIONS.

The cabinet shall be large enough to provide ample space to house the controller unit, conflict monitor, auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate the largest controller dimensions for the specific number of phases required by the plans or proposal.

The minimum size of pole mounted controller cabinet shall be 41 inches in height, 28 inches in width, and 16 inches in depth.

The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.

When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material.

Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position.

Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required.

Auxiliary Cabinet Door: A small, hinged, auxiliary door (police compartment door) shall be provided on the outside of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4. GASKETING.

Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS.

The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key.

Two keys shall be furnished for each type of lock.

6. SHELVES.

The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.

A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with ball bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copies of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.

Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.

The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.

The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling.

The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling.

There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.

A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.

Ground electrodes at controllers shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.

A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 – 15R grounding type outlet and shall have independent ground fault circuit protection.

12. CABINET VENTILATION.

Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring.

A thermostatically controlled power vent and fan shall be provided. The thermostat shall activate the fan at 110 °F and de-activate the fan at 90 °F with an accuracy of ± 5 °F.

13. IDENTIFICATION PLATE.

An aluminum identification plate shall be affixed to the cabinet door. The identification plate shall be sized to provide the message "City of Mobile" either etched or embossed in 1 inch high letters. The letters shall be delineated in black enamel.

14. DATA LABEL.

A data label shall be placed on the inside of the cabinet door to provide the following information:

- Manufacturer's name – All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Conflict Monitor Model Number
- Conflict Monitor Serial Number
- Time Base Coordinator Model Number (If applicable)
- Time Base Coordinator Serial Number (If applicable)
- Communication Unit Model Number (If applicable)
- Communication Unit Serial Number (if applicable)
- Master Model Number (If applicable)
- Master Serial Number (If applicable)
- Time Clocks Model Number (If applicable)
- Time Clocks Serial Number (If applicable)

(c) AUXILIARY DEVICES.

1. GENERAL.

Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.

The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.

The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH.

The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.

Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 °F. The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.

When specified, detector test switches shall be furnished to check all detector control circuits.

6. MERCURY CONTACTOR.

A mercury contactor input power relay shall be a 40 A relay for 2 phase and 4 phase controllers and a 60 A relay for 8 phase controllers.

(d) TERMINALS AND FACILITIES.

1. GENERAL.

The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or nonplug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

All panel wiring shall be neat, firm, and hardwired.

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

- Terminal block to provide connections for the circuit breaker and power supply line.
- Terminal block unfused, for neutral side of power supply line.
- Terminal blocks for conductors of signal control cable. One terminal for each signal circuit and one or more terminals for the common conductor shall be provided.

The terminal blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from one piece of pure copper.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.

The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.

Terminal connections used on solid wire shall be soldered.

10. WIRING.

Wiring with controller cabinet shall be neatly laced and identified.

All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.

The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.

All wiring to AC+ shall be colored black. All wiring to AC- shall be colored white. All wiring to chassis ground shall be colored green.

11. CABLES.

All cables shall be self-contained and have continuous jackets from terminal facility into connector.

The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.

The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.

All cables shall be self-contained and shall not be split to feed more than one connector.

12. DETECTOR PANEL.

A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.

A twelve-position double tie blank terminal strip shall be mounted on detector panel for future use.

13. SWITCH PANELS.

An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.

14. GROUNDING.

All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.

All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.

Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.

16. RADIO INTERFERENCE SUPPRESSION.

Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.

17. MAINTENANCE PANEL SWITCHES.

These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only).

The STOP-TIME switch shall be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.

The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.

The Signal ON/OFF switch shall be a two position switch the kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.

18. MAIN CIRCUIT BREAKERS.

A circuit breaker shall be furnished. Circuit breakers shall be rated at 20 A for two phase controllers, shall be rated at 30 A for three and four phase controllers, and shall be rated at 40 A for five through eight phase controllers.

The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.

19. POWER SUPPLY.

Unless otherwise specified the controller unit and associated equipment shall operate reliably on 115 V; 60 Hz single phase alternating current.

Any internal DC voltages required to satisfactorily operate a cabinet assembly shall be from a regulated power supply designed to generate all DC voltages required, constructed as an integral part of the cabinet assembly.

The grounded side of the power supply shall be carried throughout the controller in a continuous circuit.

20. TIMER CONNECTIONS.

The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a spring-connected mounting, or equivalent arrangement.

21. SIGNAL LOAD SWITCH ARRESTOR.

The load switch output shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION.

All lightning protection devices shall be replaceable without removing any panels.

23. INDICATOR LIGHTS.

Controllers having indicator lights with a design or in circuit life of less than 75,000 hours shall have a micro-switch located on the cabinet door that will extinguish the indicators when the door is closed.

24. NEMA INDICATION WIRING.

All NEMA functions plus NEMA coded status bits and voltage monitor outputs as listed in the NEMA Standards Publication No. TS 2-2016. Outputs shall be brought out and wired to an individual tie point of a terminal strip before further routing.

25. PREEMPTION (PRIORITY CONTROL).

When preemption is required by the plans or proposal, electrical devices, logic circuits and special wiring shall be provided which will assume control over local traffic control equipment to require display of special safety modes giving preferential right-of-way to emergency vehicles or protection at railroad crossings.

(e) CONFLICT MONITOR.

1. TYPE.

Conflict Monitor shall be a NEMA Type 12L and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. MONITOR REMOVAL.

The intersection shall remain in flash operation when the monitor has been removed.

3. BLOWN FUSE MONITOR.

The intersection shall go to flashing operation when the monitor fuse blows.

4. POWER SUPPLY MALFUNCTION.

The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall apply stop timing on the controller when tripped.

7. INDICATION OF DRIVE FAILURE.

The conflict monitor shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.

The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.

9. CLOCK.

The unit shall have a real time clock.

10. EVENT LOG.

The unit shall have an event log that contains the following data:

- AC power interruption/restoration logging;
- Logs reset after failure;
- Log 24 V values;
- Log CVM failure;
- Load switch failure;
- Log all faults with time and date.

11. EXTENDED MONITORING.

The unit shall have the following extended monitoring:

- Dual indication monitoring per channel;
- Short vehicle clearance detection.

12. DISPLAY OF INTERSECTION STATUS.

The unit shall be capable of displaying intersection status.

13. READBACK.

The unit shall have program card readback.

14. TERMINATION OF UNUSED INPUTS.

All unused inputs will be brought out and terminated on a terminal strip.

15. MONITOR INPUT WIRING.

Monitor inputs shall be wired to field output terminals.

(f) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.

All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.

- Unit shall be capable of withstanding repeated 20,000 A surges a minimum of 25 times.
- Unit shall have internal follow-current limiters (resistive elements).
- Unit shall contain a minimum of three active clamping stages.

- Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
- Parallel impedance of limiters shall be less than 0.15 ohms.
- Unit voltage shall be to the circuit breaker before cabinet voltage filters.
- Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.

The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.

2. PROTECTION OF SIGNAL LOAD SWITCHES.

Each load switch shall be furnished with a gas tube or metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.

Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.

Unit shall have a current rating of 20,000 A (8/impulse) one time.

Unit shall have a striking voltage of 300 to 500 V DC.

Unit shall have a minimum holdover of 155 V DC.

Unit shall be installed across the Triac of each section of the load switch. The center electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.

3. PROTECTION OF CONTROLLER UNIT AND CONFLICT MONITOR.

Power and neutral for controller and conflict monitor shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.

The surge protection device shall meet or exceed the following performance requirements.

Protectors, after being subjected to twenty five 20 kA (8 X 20 μ s) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.

The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.

The peak current shall be 20,000 A.

The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.

FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data

Insertion Loss Requirements

Frequency	Insertion Loss (db)
60 Hz	0
10 kHz	34

50 kHz	55
100 kHz	76
500 kHz	68
2 MHz	58
5 MHz	58
10 MHz	58
20 MHz	63

4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.

Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.

Unit shall have internal follow-current limiters (resistive elements).

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Unit shall not have thermal circuit breakers in place of limiters.

Limiter resistance shall be between 0.15 Ω and 0.39 Ω .

Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.

5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).

External surge protection for each detector must meet the following requirements.

Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.

Unit shall be of the inductive type with a maximum DC resistance of 150 m Ω .

Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.

Unit shall be a two stage device.

Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.

Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.

Unit shall withstand repeated surges.

Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.

(g) WIRING DIAGRAM.

Two copies of cabinet wiring diagram shall be supplied as well as copies of the following:

- Controller circuit diagrams and schematics;
- Controller Operations Manual;
- Conflict Monitor diagrams and schematics.
- Flasher diagrams and schematics;
- Load Relay diagrams and schematics;

- Diagrams and schematics of any external hardware supplied;
- Template of Base Mounting if base mounted.

Cabinet prints shall include flash color change instructions for all phases and all overlaps.

Cabinet prints shall be keyed to show every input and every output from every terminal. If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.

Cabinet prints shall show every connector.

(h) CONTROLLER UNIT.

1. TYPE.

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centrac 2.0 Advanced Transportation Management System. Controller shall include datakey receptacle, with an option to include any necessary datakey.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

III. Master Cabinet Assembly.

(a) MASTER CABINET.

The following additional requirements shall apply to the cabinet for a master cabinet assembly.

The master cabinet assembly shall house a hardwire master interconnect panel to provide for seven wire interconnect 120 V to be complete with three NEMA load switches, and complete with 120 V relays. The required functions provided shall consist of three dials; three offsets and flash; outputs and inputs. Panels shall have all components mounted on 0.125 inch sheet aluminum. The panel shall be completely wired in-place to include all necessary harness, and shall be wired to conform to the requirements of the MUTCD for system flash.

Terminal block facilities shall be provided for the interconnection.

(b) MASTER CONTROLLER UNIT.

1. GENERAL.

The master controller for an interconnected traffic control signal system shall be the apparatus required to provide supervisory functions under normal operation as described for interconnected controllers. The master control shall be compatible with the controller unit supplied with the cabinet assembly with controller.

2. **MOTOR.**

The master controller shall be driven by a synchronous motor or be provided with a synchronous control mechanism which will maintain a constant time cycle; however, when it is not necessary to keep a traffic control signal system in step with adjacent systems or adjacent non-interconnected controllers, an induction motor driven master controller may be specified.

3. **SUPERVISORY FUNCTIONS.**

- Means for automatically establishing offset time relations of local controllers.
- Hand operated switch for turning off completely all traffic control signal lights at interconnected local controllers.
- Hand operated switch for transfer of traffic control signal lights at each local controller to give flashing indications.
- Hand operated switch for selecting offset at which all interconnected local controllers shall operate in accordance with three distinct timing plans.
- Hand operated switch for selecting two or three interval setups on which each of the interconnected local controllers shall operate.

The above requirements shall be obtainable when specified, by means of an automatic time switch, in which case the automatic switching schedule shall be required.

IV. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (g) as defined above.

V. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two (2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.

1. **TYPE.**

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centrac 2.0 Advanced Transportation Management System.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

(b) STANDARD NEMA TS-2 CONTROLLER.

1. TYPE.

Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display.

The controller shall include an option that allows updating software using a Windows based computer, a USB thumb drive, or an SD card. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

**CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT
BID SHEET**

Cabinet Assembly with Controller.

Option touch screen

Option data key

Master Cabinet Assembly with Controller.

Option touch screen

Option data key

Cabinet Assembly without Controller.

Advanced Traffic Controller with NEMA-style cabinet.

Option touch screen

Option data key

Standard NEMA TS-2 Controller.



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:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders for diesel fuel for the Wave Transit.

General Fund.

Amount of Contract:

\$53,227.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210816 Agenda Package	Cover Memo	8/16/2021
Wave Fuel POs		

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/19/2021 - 3:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>15690</u>	2021	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$17,742.50	(279229) PETROLEUM TRADERS CORPORATION
<u>15691</u>	2021	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$17,742.50	(279229) PETROLEUM TRADERS CORPORATION
<u>15692</u>	2021	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$17,742.50	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015690-00 FY 2021 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7550.00	2.35000	17742.50
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
1	6060.70.00.0000.0000.0000.0000.45020.			17742.50
Ship To				
WAVE TRANSIT				
1224 WEST I-65 ROAD SOUTH				
MOBILE, AL 36609				
Delivery Reference				
CHANEL GULLETT				
Deliver To				
WAVE TRANSIT				
1224 WEST I-65 ROAD SOUTH				
MOBILE, AL 36609				
002	MARGIN PRICE	7550.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
1	6060.70.00.0000.0000.0000.0000.45020.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015690-00 FY 2021 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/21	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 17742.50

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.45020.		
WAVE TRANSIT SYSTEM EXP	17742.50	FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Cancelled	08/13/21	JAMES NEESE JR	GL Allocation changed
Approved	08/13/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/13/21	DONALD ROSE	Auto approved by: 910514396
Approved	08/13/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/13/21	JOHN PAINE	Auto approved by: 910514396

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015690-00 FY 2021 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved

Page 3

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

FORT WAYNE, IN 46804

MOBILE, AL 36609
 CGULLETT@CITYOFMOBILE.ORG

Tel#800-348-3705
 Fax 260-203-3820

Delivery Reference
 CHANEL GULLETT

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

 MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/21	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015691-00 FY 2021 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7550.00 GALLON	2.35000	17742.50
1	6060.70.00.0000.0000.0000.0000.45020.			17742.50
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609				
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7550.00 EACH	0.00000	0.00
1	6060.70.00.0000.0000.0000.0000.45020.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015691-00 FY 2021 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/21	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

[Requisition Link](#)

Requisition Total	17742.50

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.45020.		
WAVE TRANSIT SYSTEM EXP	17742.50	FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
CCancelled	08/13/21	JAMES NEESE JR	GL Allocation changed
Approved	08/13/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/13/21	DONALD ROSE	Auto approved by: 910514396
Approved	08/13/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/13/21	JOHN PAINE	Auto approved by: 910514396

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015691-00 FY 2021 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved

Page 3

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

FORT WAYNE, IN 46804

MOBILE, AL 36609
 CGULLETT@CITYOFMOBILE.ORG

Tel#800-348-3705
 Fax 260-203-3820

Delivery Reference
 CHANEL GULLETT

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

 MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/21	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015692-00 FY 2021 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/21	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7550.00	2.35000	17742.50
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
1	6060.70.00.0000.0000.0000.0000.45020.			17742.50
Ship To				
WAVE TRANSIT				
1224 WEST I-65 ROAD SOUTH				
MOBILE, AL 36609				
Delivery Reference				
CHANEL GULLETT				
Deliver To				
WAVE TRANSIT				
1224 WEST I-65 ROAD SOUTH				
MOBILE, AL 36609				
002	MARGIN PRICE	7550.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
1	6060.70.00.0000.0000.0000.0000.45020.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015692-00 FY 2021 Acct No: 6060.70.00.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/21	279229				WAVE TRANSIT SYSTEM

LN Description / Account	Qty	Unit Price	Net Price
Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 17742.50

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.45020.		
WAVE TRANSIT SYSTEM EXP	17742.50	FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Cancelled	08/13/21	JAMES NEESE JR	GL Allocation changed
Approved	08/13/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/13/21	DONALD ROSE	Auto approved by: 910514396
Approved	08/13/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/13/21	JOHN PAINE	Auto approved by: 910514396

=====	=====
Bill To	Requisition 00015692-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 CGULLETT@CITYOFMOBILE.ORG

Delivery Reference
 CHANEL GULLETT

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/13/21	279229				WAVE TRANSIT SYSTEM
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
 Signature



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

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 180000000002

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/06/20

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton

2604326622

Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

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

40515 - Gasoline, Automotive
 AUTAUGA, GASOLINE, 8,200 > GALLONS
 AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.002100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 AUTAUGA, DIESEL, 7,500 > GALLONS
 AUTAUGA, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.002300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BALDWIN, DIESEL, 7,500 > GALLONS
 BALDWIN, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.018500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 BARBOUR, GASOLINE, 8,200 > GALLONS
 BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.036500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BARBOUR, DIESEL, 7,500 > GALLONS
 BARBOUR, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.016200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 BIBB, GASOLINE, 8,200 > GALLONS
 BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

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

40515 - Gasoline, Automotive
 BLOUNT, GASOLINE, 8,200 > GALLONS
 BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

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

4050935 - DIESEL FUEL, MOTOR FUEL)
 BLOUNT, DIESEL, 7,500 > GALLONS
 BLOUNT, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION

9	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 BULLOCK, GASOLINE, 8,200 > GALLONS
 BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BULLOCK, DIESEL, 7,500 > GALLONS
 BULLOCK, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

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

40515 - Gasoline, Automotive
 BUTLER, GASOLINE, 8,200 > GALLONS
 BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.014700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BUTLER, DIESEL, 7,500 > GALLONS
 BUTLER, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CALHOUN, GASOLINE, 8,200 > GALLONS
 CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.007700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CALHOUN, DIESEL, 7,500 > GALLONS
 CALHOUN, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.025900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CHAMBERS, DIESEL, 7,500 > GALLONS
 CHAMBERS, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CHEROKEE, GASOLINE, 8,200 > GALLONS
 CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$0.023600	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
 CHEROKEE, DIESEL, 7,500 > GALLONS
 CHEROKEE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

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

40515 - Gasoline, Automotive
 CHILTON, GASOLINE, 8,200 > GALLONS
 CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.012200	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CHILTON, DIESEL, 7,500 > GALLONS
 CHILTON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.018900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CHOCTAW, GASOLINE, 8,200 > GALLONS
 CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CHOCTAW, DIESEL, 7,500 > GALLONS
 CHOCTAW, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CLAY, GASOLINE, 8,200 > GALLONS
 CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.013000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CLAY, DIESEL, 7,500 > GALLONS
 CLAY, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CLEBURNE, GASOLINE, 8,200 > GALLONS
 CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	\$0.013600	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	\$0.015200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	\$0.032800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	\$0.007300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	\$0.030300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	\$0.032700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	\$0.042400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	\$0.001600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	\$0.017100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

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

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct \$0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0135).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	\$0.006900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	\$0.017600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	\$0.035500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	\$0.000600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
DALLAS, GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	\$0.015700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	\$0.022200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive DEKALB, GASOLINE, 8,200 > GALLONS DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	\$0.033100	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) DEKALB, DIESEL, 7,500 > GALLONS DEKALB, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive ELMORE, GASOLINE, 8,200 > GALLONS ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0108).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	\$0.034200	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) ESCAMBIA, DIESEL, 7,500 > GALLONS ESCAMBIA, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive ETOWAH, GASOLINE, 8,200 > GALLONS ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0132).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	\$0.007100	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) ETOWAH, DIESEL, 7,500 > GALLONS ETOWAH, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive FAYETTE, GASOLINE, 8,200 > GALLONS FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0034).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	\$0.023800	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) FAYETTE, DIESEL, 7,500 > GALLONS FAYETTE, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	\$0.000500	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive FRANKLIN, GASOLINE, 8,200 > GALLONS FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	\$0.022800	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) FRANKLIN, DIESEL, 7,500 > GALLONS FRANKLIN, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	\$0.042900	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) GENEVA, DIESEL, 7,500 > GALLONS GENEVA, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive GREENE, GASOLINE, 8,200 > GALLONS GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0065).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	\$0.021100	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) GREENE, DIESEL, 7,500 > GALLONS GREENE, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive HALE, GASOLINE, 8,200 > GALLONS HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0057).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	\$0.021800	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) HALE, DIESEL, 7,500 > GALLONS HALE, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	\$0.033100	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive HENRY, GASOLINE, 8,200 > GALLONS HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	\$0.032300	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) HENRY, DIESEL, 7,500 > GALLONS HENRY, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	\$0.039200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive HOUSTON, GASOLINE, 8,200 > GALLONS HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	\$0.039400	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) HOUSTON, DIESEL, 7,500 > GALLONS HOUSTON, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	\$0.016200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive JACKSON, GASOLINE, 8,200 > GALLONS JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	\$0.027500	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) JACKSON, DIESEL, 7,500 > GALLONS JACKSON, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive JEFFERSON, GASOLINE, 8,200 > GALLONS JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0335).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) JEFFERSON, DIESEL, 7,500 > GALLONS JEFFERSON, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS Vendor Must Deduct \$0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0148).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	\$0.009200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive LAUDERDALE, GASOLINE, 8,200 > GALLONS LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	\$0.032500	\$0.00			\$0.00	\$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

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

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct \$0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	\$0.016600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	\$0.015300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct \$0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	\$0.021500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

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

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct \$0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	\$0.006500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

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40515 - Gasoline, Automotive
 MACON, GASOLINE, 8,200 > GALLONS
 MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	\$0.014700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MACON, DIESEL, 7,500 > GALLONS
 MACON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

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

40515 - Gasoline, Automotive
 MADISON, GASOLINE, 8,200 > GALLONS
 MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	\$0.019000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MADISON, DIESEL, 7,500 > GALLONS
 MADISON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	\$0.029800	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MARENGO, GASOLINE, 8,200 > GALLONS
 MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	\$0.010700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MARENGO, DIESEL, 7,500 > GALLONS
 MARENGO, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MARION, GASOLINE, 8,200 > GALLONS
 MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	\$0.016600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MARION, DIESEL, 7,500 > GALLONS
 MARION, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

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

40515 - Gasoline, Automotive

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MARSHALL, GASOLINE, 8,200 > GALLONS
 MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	\$0.013000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MARSHALL, DIESEL, 7,500 > GALLONS
 MARSHALL, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

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

4050935 - DIESEL FUEL, MOTOR FUEL)
 MOBILE, DIESEL, 7,500 > GALLONS
 MOBILE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	\$0.027600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MONROE, DIESEL, 7,500 > GALLONS
 MONROE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MONTGOMERY, GASOLINE, 8,200 > GALLONS
 MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	\$0.000600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MONTGOMERY, DIESEL, 7,500 > GALLONS
 MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MORGAN, GASOLINE, 8,200 > GALLONS
 MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	\$0.015900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MORGAN, DIESEL, 7,500 > GALLONS
 MORGAN, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	\$0.002000	\$0.00			\$0.00	\$0.00

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40515 - Gasoline, Automotive
 PERRY, GASOLINE, 8,200 > GALLONS
 PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	\$0.030800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 PERRY, DIESEL, 7,500 > GALLONS
 PERRY, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 PICKENS, GASOLINE, 8,200 > GALLONS
 PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	\$0.027200	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 PICKENS, DIESEL, 7,500 > GALLONS
 PICKENS, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 PIKE, GASOLINE, 8,200 > GALLONS
 PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 PIKE, DIESEL, 7,500 > GALLONS
 PIKE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 RANDOLPH, GASOLINE, 8,200 > GALLONS
 RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	\$0.017500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 RANDOLPH, DIESEL, 7,500 > GALLONS
 RANDOLPH, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

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

40515 - Gasoline, Automotive
 ST. CLAIR, GASOLINE, 8,200 > GALLONS

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ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

ST. CLAIR, DIESEL, 7,500 > GALLONS

ST. CLAIR, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

SHELBY, GASOLINE, 8,200 > GALLONS

SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

SHELBY, DIESEL, 7,500 > GALLONS

SHELBY, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0058).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	\$0.019300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

SUMTER, GASOLINE, 8,200 > GALLONS

SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

SUMTER, DIESEL, 7,500 > GALLONS

SUMTER, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

TALLADEGA, GASOLINE, 8,200 > GALLONS

TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	\$0.004400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

TALLADEGA, DIESEL, 7,500 > GALLONS

TALLADEGA, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	\$0.005000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
 TALLAPOOSA, GASOLINE, 8,200 > GALLONS
 TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	\$0.020600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 TALLAPOOSA, DIESEL, 7,500 > GALLONS
 TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 TUSCALOOSA, GASOLINE, 8,200 > GALLONS
 TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	\$0.011300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 TUSCALOOSA, DIESEL, 7,500 > GALLONS
 TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 WALKER, GASOLINE, 8,200 > GALLONS
 WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 WALKER, DIESEL, 7,500 > GALLONS
 WALKER, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	\$0.013100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 WASHINGTON, DIESEL, 7,500 > GALLONS
 WASHINGTON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	\$0.014600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 WILCOX, GASOLINE, 8,200 > GALLONS
 WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	\$0.032000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
 WILCOX, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 WINSTON, GASOLINE, 8,200 > GALLONS
 WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	\$0.006500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 WINSTON, DIESEL, 7,500 > GALLONS
 WINSTON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
 FUEL PRICING, GASOLINE & DIESEL FUEL
 FUEL PRICING, GASOLINE AND DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
 TAXES / FEES FEDERAL/STATE/LOCAL
 TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

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

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 17 of 23

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions

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

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection

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

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

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

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

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

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 18 of 23

party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

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

Certification Pursuant to Act no. 2006-557

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

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

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

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 19 of 23

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

***** **Important Agency Instructions** *****

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

***** **Source of Fuel Report figures** *****

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

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"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify

1800000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 21 of 23

State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 22 of 23

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

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

Contract period:

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

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

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

Proration:

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

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Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

.....	Gasoline.....	Diesel
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
.....		or \$0.0200**
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability		
Federal Lust.....	\$0.0010.....	\$0.0010
AL Import Fee.....	N/A.....	\$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed

** State agencies are exempt for the inspection fee on clear diesel.

Other gov't agencies pay \$0.02 per gallon. State agencies and

Other gov't agencies pay \$0.02 per gallon on dyed diesel.

***County and city taxes to be paid as applicable.



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for pottery supplies for Art Museum.

General Fund.

Amount of Contract:

\$17,043.74

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210817 School Agenda Package POs	Cover Memo	8/17/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/19/2021 - 3:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: 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>13499</u>	2021	(0560) MOBILE MUSEUM OF ART	7 POTTERY WHEELS, 8 STOOLS, 1 KILN (SEALED BID 5589)	\$17,043.74	<u>(274709)</u> <u>SCHOOL</u> <u>SPECIALTY LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013499-00 FY 2021 Acct No: 1000.50.25.0560.0560.2500.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 1

Vendor SCHOOL SPECIALTY LLC W6316 DESIGN DRIVE GREENVILLE, WI 54942 Tel#877-882-5856 Fax 920-882-5844	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference ANGIE KING Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/21	274709	07/16/21			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

002	AS PER MY BID 5589 AND YOUR QUOTE Q-105798 CERAMIC/POTTERY EQUIP/SUP - SHIMPO VL WHISPER POTTERY WHEEL, (REF: THE CERAMIC SHOP ITEM #SVLWW) Additional Description Notes	7.00 EACH	1449.71000	10147.97

VENDOR TO PROVIDE SHIMPO VL-WHISPER # 406221
Vendor Item

1	1000.50.25.0560.0560.2500.0000.0000.47010.			10147.97

Ship To
 MUSEUM OF ART
 4850 MUSEUM DRIVE
 MOBILE, AL 36608
 Delivery Reference
 ANGIE KING

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

003	CERAMIC/POTTERY EQUIP/SUP - STOOLS,	8.00	99.71000	797.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013499-00 FY 2021 Acct No: 1000.50.25.0560.0560.2500.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 2

Vendor SCHOOL SPECIALTY LLC W6316 DESIGN DRIVE GREENVILLE, WI 54942 Tel#877-882-5856 Fax 920-882-5844	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference ANGIE KING Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/21	1274709	07/16/21			MOBILE MUSEUM OF ART

LN	Description / Account	Qty EACH	Unit Price	Net Price
	POTTERY, ADJUSTABLE LEGS (RE: THE CERAMIC SHOP ITEM #SHSTOOL) Additional Description Notes ----- VENDOR TO PROVIDE SHIMPO AC-STL-ALC #1293989 Vendor Item			
1	1000.50.25.0560.0560.2500.0000.0000.47020.			797.68
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference ANGIE KING Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608			
004	KILNS/FURN CERAMIC/ENAMEL/ACC - KILN, EQUAD-PRO 2827 FK, 240V 1P WITH FURNITURE KIT Additional Description Notes ----- VENDOR TO PROVIDE PARAGON KILNS 2023439 PARAGON VIKING 28-240 V-1 PHASE AND PARAGON FURNITURE KIT TNF283 #408591 Vendor Item	1.00 EACH	6098.09000	6098.09

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013499-00 FY 2021 Acct No: 1000.50.25.0560.0560.2500.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 3

Vendor SCHOOL SPECIALTY LLC W6316 DESIGN DRIVE GREENVILLE, WI 54942 Tel#877-882-5856 Fax 920-882-5844	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference ANGIE KING Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/21	274709	07/16/21			MOBILE MUSEUM OF ART

LN Description / Account	Qty	Unit Price	Net Price
1 1000.50.25.0560.0560.2500.0000.0000.47020.			6098.09

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
ANGIE KING

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

Requisition Link

Requisition Total	17043.74

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

Account	Amount	Remaining Budget
1000.50.25.0560.0560.2500.0000.0000.47010.	10147.97	157463.03
MOBILE MUSEUM OF ART EXP EQUIPMENT (GREATER \$5000)		
1000.50.25.0560.0560.2500.0000.0000.47020.	6895.77	157463.03
MOBILE MUSEUM OF ART EXP EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
CCancelled	08/16/21	SANDRA LEWIS	Requisition item removed chang
CCancelled	08/16/21	SANDRA LEWIS	Requisition item removed chang
Approved	06/30/21	DEBORAH VELDEERS	Auto approved by: 910516420

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013499-00 FY 2021 Acct No: 1000.50.25.0560.0560.2500.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 4

Vendor SCHOOL SPECIALTY LLC W6316 DESIGN DRIVE GREENVILLE, WI 54942 Tel#877-882-5856 Fax 920-882-5844	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.ORG Delivery Reference ANGIE KING Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/21	274709	07/16/21			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/30/21 LIANNE KENNEY			
Approved	06/30/21 MATTHEW ANDERSON		Auto approved by: 910516420	
Approved	08/16/21 DEBORAH VELDER		Auto approved by: 910516420	
Approved	08/16/21 LIANNE KENNEY			
Approved	08/16/21 MATTHEW ANDERSON		Auto approved by: 910516420	
Approved	08/16/21 DEBORAH VELDER		Auto approved by: 910516420	
Approved	08/16/21 LIANNE KENNEY			
Approved	08/16/21 MATTHEW ANDERSON		Auto approved by: 910516420	
Forward	06/30/21 JOHN PAINE			
Forward	08/16/21 JOHN PAINE			
Queued	08/16/21 DONNA MICHELE STANLEY			
Queued	08/16/21 DONALD ROSE			
Queued	08/16/21 SANDRA LEWIS			

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5589

POTTERY EQUIPMENT

[illegible]

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order
.....

Mailing Address:

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

Typed by: tajb

Buyer: 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:
07/13/2021	5589	VARIOUS	Pick Up

This bid must be received and stamped by the Purchasing office not later than: 12:30 PM., Friday, July 30, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Pottery Equipment					
QTY						
1-5	CERAMIC/POTTERY EQUIP/SUP - 440 BLUEBIRD PUG MILL, DE-AIRING, 300 POUNDS PER HOUR MAKE _____ MODEL _____					
5-9	SHIMPO VL WHISPER POTTERY WHEEL MAKE _____ MODEL _____					
5-9	SHIMPO NIDEC STOOLS, POTTERY, ADJUSTABLE LEGS MAKE _____ MODEL _____					
1-5	KILNS/FURN CERAMIC/ENAMEL/ACC - KILN, EQUAD-PRO 2827 FK 240V 1P WITH FURNITURE KIT MAKE _____ MODEL _____					
	ALL ITEMS MUST MEET ATTACHED SPECIFICATIONS. PROVIDE SPECIFICATIONS ON ITEMS BID ALL PRICE TO BE DELIVERED PRICING, FOB MOBILE PLEASE QUOTE YOUR PRICES IN THE UNIT SPECIFIED IN THEBIDPRICING TO BE FIRM FOR A SIX MONTH PERIOD RENEWAL UP TO 5- 6 MONTH PERIODS.					
	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. Pricing to be good for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) more six(6) month periods. All prices quoted are to be delivered prices F.O.B Mobile If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ON AN ITEM BASIS					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



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:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional Inc for one Crestline CCL 150 ambulance for Mobile Fire Rescue Department.

General Fund.

Amount of Contract:

\$172,214.44

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210817 EEP Agenda Package POs	Cover Memo	8/17/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/19/2021 - 3:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>15632</u>	2021	(1510) FIRE ADMINISTRATION	CRESTLINE CCL 150 AMBULANCE ON FORD F350 CHASSIS WITH UPFITTING (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$172,214.44	(294963) <u>EMERGENCY EQUIPMENT PROFESSIONAL INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015632-00 FY 2021 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: Status: Approved	Page 1

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/21	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AS PER HGAC CONTRACT AM10-20 WITH QUOTE DATED 8-10-2021				
001	AMBULANCE TYPE 1 MODULAR	1.00	163107.64000	163107.64
	EACH			
Additional Description Notes				
AMBULANCE, HGAC CONTRACT ContractNo.: AM10-20; ProductCode: AM20EA23; DescriptionType I, CCL150 Ford F350 150"L x 96"W x 68"H D14 - Wheel Simulators, Chrome Finish D24 - Aluminum Interior Cabinets, Painted D76 - Flooring Lonplate I/II D40 - Stealth/Hidden Door Lock Switch D152 - Digital Clock D162 - Camera Backup & Patient Compartment D165 - Additonal 12 Volt Outlet D221 - Shore Inlet - Kussmaul 15A Super Auto-Eject D232 - Inverter, Xantrex Graphics Package; Germaway UV-C Light Install; Ferno Monitor Mount; Diesel Engine Upgrade Vendor Item Inventory Item/Loc 722				
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			124151.27

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015632-00 FY 2021 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: Status: Approved	Page 2

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/21	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1510.1522.1510.0000.0000.42150.			38956.37
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE				
002	AMBULANCE OPTIONS INCLUDES THE FOLLOWING: FSI Acrylic Trays; Team One Communications; Installation of Medvault, SCBA Brackets, & Cardiac Monitor Mount; Ferno Pro F1 Fastener; Install Kussmaul 20-amp Super-Auto Eject with Charger Indicator Light Vendor Item	1.00 EACH	9106.80000	9106.80
1	1000.30.15.1510.1522.1510.0000.0000.42150.			9106.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015632-00 FY 2021 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: Status: Approved	Page 3

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/21	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
CHIEF JASON BROWNE

Requisition Link

Requisition Total	172214.44

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	124151.27	4628.76

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42150.	48063.17	988570.67
FIRE SUPPRESSION DIV EXP MAINTENANCE & REPAIRS		
7000.40.20.0000.0000.2070.0000.0000.47120.	124151.27	988570.67
MOTOR POOL EXP VEHICLE ACQ (GREATER \$5000)		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015632-00 FY 2021 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: Status: Approved	Page 4

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/21	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk	Comment		
	Approved 08/12/21 DIANE MCCARTY			
	Approved 08/16/21 JOHN PEAVY	Auto approved by: 910518527		
	Approved 08/16/21 JAMES DELAPP			
	Approved 08/16/21 DONNA MICHELE STANLEY	Auto approved by: 9105paij		
	Approved 08/16/21 DONALD ROSE	Auto approved by: 9105paij		
	Approved 08/16/21 SANDRA LEWIS	Auto approved by: 9105paij		
	Approved 08/16/21 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



Product Information

Product Description

Type I, CCL150 Ford F350 150"L x 96"W x 68"H

Manufacturer

Demers

Product Code

AM20EA23

Contract

AM10-20 Ambulances, EMS, and Other Special Service Vehicles

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

\$133,410.00

Keyword(s)

Type I, Ambulance

View Catalog (/media/hgacbuy/catalogs/AM10-20/Demers.zip)

Vendors Offering This Product

Demers Ambulance USA Inc.

Marcel Fortin

mfortin@demers-ambulances.com (mailto:mfortin@demers-ambulances.com)

Phone: 514-262-8819

Fax: 450-467-6526

Emergency Equipment Professionals, Inc.

Doug Akin
dakin@eeproinc.com (mailto:dakin@eeproinc.com)
Phone: 205-685-8200
Fax: 205-685-8282

Emergency Equipment Professionals, Inc.

Brian Lee
blee@eeproinc.com (mailto:blee@eeproinc.com)
Phone: 662-280-4729
Fax: 662-342-7251

RedSky Fire Apparatus, LLC

Kirsten Skyba
kirsten@redskyemergency.com (mailto:kirsten@redskyemergency.com)
Phone: 866-522-8311
Fax: 866-500-3347

Redstorm Fire & Rescue Apparatus Inc.

James Featherstone
featherstone@redstormfire.com (mailto:featherstone@redstormfire.com)
Phone: 540-266-3065
Fax: 866-500-3347

Redstorm Fire & Rescue Apparatus Inc.

Kirsten Skyba
kirsten@redstormfire.com (mailto:kirsten@redstormfire.com)
Phone: 540-266-3066
Fax: 866-500-3347

Siddons-Martin Emergency Group

Jeffrey Doran
jdoran@siddons-martin.com (mailto:jdoran@siddons-martin.com)
Phone: 800-784-6806
Fax: 281-442-0850

Siddons-Martin Emergency Group

Gretchen Peters
gpeters@siddons-martin.com (mailto:gpeters@siddons-martin.com)
Phone: 800-784-6806
Fax: 800-784-6806

Contact HGACBuy

Loleta Chappel

loleta.chappel@h-gac.com (mailto:loleta.chappel@h-gac.com)
Phone: 713-993-2486
Fax: 713-993-4548

[Return to Products & Services \(/products-and-services\)](/products-and-services)

[View This Contract \(/products-and-services/view-contract?contractid=106\)](/products-and-services/view-contract?contractid=106)

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



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

Rachel Laurie Riddle
Chief Examiner

May 27, 2021

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

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

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

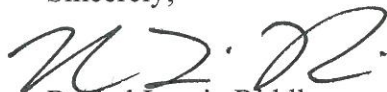
Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory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

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

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

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

Sincerely,


Rachel Laurie Riddle
CHIEF EXAMINER



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase of Avatar III tactical robot with accessories for MPD Special Operations.

General fund.

Amount of Contract:

\$67,908.75

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210819 Aardvark Agenda Package POs	Cover Memo	8/19/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/19/2021 - 3:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>12903</u>	2021	(1530) POLICE ADMIN SERVICES	AVATAR III TACTICAL ROBOT W/MANIPULATOR ARM, SHOCK TUBE INITIATOR, PERCUSSION ACTUATED NON- ELECTRIC DISRUPTER (GSA CONTRACT)	\$67,908.75	<u>(296819)</u> <u>AARDVARK</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012903-00 FY 2021 Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 1

Vendor AARDVARK 1935 PUDDINGSTONE DRIVE LA VERNE, CA 91750 Tel#909-451-6103	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/21	296819				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AS PER GSA CONTRACT GS-07F-141DA				
QUOTE SQ14514				
001	REMOTE OPERATIONS EQUIP/ROBOTEX AVATAR III TACTICAL PACKAGE 334519	1.00	29990.00000	29990.00
	INCLUDES: AVATAR III ROBOT, 2.4 GHZ RADIO, 2 BATTERIES, HIGH ANGLE STABLIZERS, CONTROLLER CHARGER ADAPTER CAB CABLE, PTZ CAMERA	EACH		
	ITEM#KIT-RBXTACPKGA3A NO SUBSTITUTIONS			
	Vendor Item			
1	1000.30.15.1530.1534.1530.0000.0000.47010.			29990.00
Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608				
Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608				
002	REMOTE OPERATIONS EQUIP/AVATAR MANIPULATOR ARM 334519	1.00	23995.00000	23995.00
	ITEM#RBX-D005A	EACH		

Bill To	Requisition 00012903-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1534.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2

Vendor
AARDVARK
1935 PUDDINGSTONE DRIVE

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

LA VERNE, CA 91750

MOBILE, AL 36608

Tel#909-451-6103

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/21	296819				POLICE ADMIN SERVICES

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1530.1534.1530.0000.0000.47010.			23995.00

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

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

003	REMOTE OPERATIONS EQUIP/AVATAR UNIVERSIAL SHOCK TUBE INITIATOR 334519 ITEM#RBX-D007A NO SUBSTITUTIONS Vendor Item	1.00 EACH	6195.00000	6195.00

1	1000.30.15.1530.1534.1530.0000.0000.47010.			6195.00

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

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012903-00 FY 2021 Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 3

Vendor
 AARDVARK
 1935 PUDDINGSTONE DRIVE

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

LA VERNE, CA 91750

MOBILE, AL 36608

Tel#909-451-6103

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/21	296819				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

004	REMOTE OPERATIONS EQUIP/CARBONFIRE 10 PAN DISRUPTER FOR AVATAR ROBOT ITEM#CON-DEV-CF10PD NO SUBS Vendor Item	1.00 EACH	7493.75000	7493.75

1	1000.30.15.1530.1534.1530.0000.0000.47010.			7493.75

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

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

005	FREIGHT	1.00 EACH	235.00000	235.00

Vendor Item
 Inventory Item/Loc 14009

1	1000.30.15.1530.1534.1530.0000.0000.47010.			235.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012903-00 FY 2021 Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010. Review: Buyer: 910514396 Status: Approved

Page 4

Vendor
 AARDVARK
 1935 PUDDINGSTONE DRIVE

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

LA VERNE, CA 91750

Tel#909-451-6103

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/21	296819				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 67908.75

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

Account	Amount	Remaining Budget
1000.30.15.1530.1534.1530.0000.0000.47010.	67908.75	1822825.73
SPECIAL OPERATIONS DIV EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Forward	06/18/21	JOHN PAINE	
Approved	08/17/21	DONNA MICHELE STANLEY	
Approved	08/17/21	DONALD ROSE	Auto approved by: 910514396
Approved	08/17/21	SANDRA LEWIS	Auto approved by: 910514396

Authorized By: _____ Date: _____
 Signature



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

SCHEDULE TITLE: Multiple Award Schedule

FSC Group: 84

CONTRACT NUMBER: GS-07F-141DA

CONTRACT PERIOD: August 1, 2016 – July 31, 2026

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: Aardvark
1935 Puddingstone Drive
La Verne, CA 91750-5818
Phone: 909-451-6100
Fax: 909-392-3823
Email: adao@aardvarktactical.com

CAGE CODE: 0N995

CONTRACTOR'S ADMINISTRATION SOURCE: Brent Doan, Director of Sales
909-451-6100
bdoan@aardvarktactical.com

BUSINESS SIZE: Small

Socioeconomic Indicators: Small

CUSTOMER INFORMATION:

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

SIN	DESCRIPTION
332216:	LAW ENFORCEMENT, FIREFIGHTING & RESCUE TOOLS, EQUIPMENT & ACCESSORIES
332999:	LAW ENFORCEMENT PERSONAL EQUIPMENT
334220:	SURVEILLANCE SYSTEMS, WEARABLE BODY CAMERAS, AND VEHICULAR VIDEO (CURRENTLY NOT PARTICIPATING IN THE DISASTER RECOVERY PROGRAM DUE TO MANUFACTURER/DEALER AGREEMENT)
334511:	SEARCH, DETECTION, NAVIGATION, GUIDANCE, AERONAUTICAL & NAUTICAL SYSTEMS AND INSTRUMENTS
334519:	BOMB AND HAZARDOUS MATERIAL DISPOSAL; METAL AND BOMB DETECTION

336320: VEHICLE SIGNAL AND RESTRAINT SYSTEM

339113PA: PROTECTIVE APPAREL

ANCILLARY: ANCILLARY SUPPLIES AND SERVICES

NEW: INTRODUCTION OF NEW SUPPLIES AND SERVICES (CURRENTLY NOT PARTICIPATING IN THE DISASTER RECOVERY PROGRAM DUE TO MANUFACTURER/DEALER AGREEMENT)

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

<u>SIN</u>	<u>MODEL</u>	<u>GSA PRICE</u>
332216	GSAATIRSC03	\$11.63
332999	PM801	\$3.56
334220	TI70116	\$102.87
334511	LOKI-PROPS	\$20.00
334519	RBX-D015A	\$45.00
336320	PHVRAIL	\$9.41
339113PA	PTA-LIGHTING-FUSE-SET	\$3.78
ANCILLARY	ATIPMID	\$175,218.63
NEW	TI26762	\$18.57

1c. HOURLY RATES: (Services Only)

2. MAXIMUM ORDER*: \$250,000 per SIN 332216, 332999, 334220, 334511, 334519, 336320, 339113PA, ANCILLARY, NEW

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

3. MINIMUM ORDER: None

4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities or give details as negotiated

5. POINT(S) OF PRODUCTION: USA, Mexico, Canada, United Kingdom, South Korea, and Taiwan

6. DISCOUNT FROM LIST PRICES: Basic discount of 20% from the awarded commercial price list. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). The current IFF is .75% and should be calculated as follows: Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: (\$100,000 / 0.9925) = \$100,755.67

or

GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

7. QUANTITY DISCOUNT(S): NA

- 8. **PROMPT PAYMENT TERMS:** Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
- 9a **Government Purchase Cards are accepted at or below the micro-purchase threshold.**
- 9b **Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**
- 10. **FOREIGN ITEMS:** Mexico, Canada, United Kingdom, South Korea, Cambodia, and Taiwan
- 11a. **TIME OF DELIVERY:** Shipped 21 - 180 Days after receipt of order
- 11b. **EXPEDITED DELIVERY:** Contact Contractor
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact Contractor
- 11d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. **FOB POINT:** Origin
- 13a. **ORDERING ADDRESS:** 1935 Puddingstone Drive, La Verne CA 91750
- 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:** 1935 Puddingstone Drive, La Verne CA 91750
- 15. **WARRANTY PROVISION:** Standard Commercial Warranty.
- 16. **EXPORT PACKING CHARGES:** N/A
- 17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** N/A
- 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:** 861004349

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM)**
DATABASE: Active Registration in SAM database. Registration valid until February 23, 2022.



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kaseware Inc for 30 one-year licenses for investigation case-management software, plus implementation, for MPD.

Drug Enforcement fund.

Amount of Contract:

\$42,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210819 Kaseware Agenda Package POs	Cover Memo	8/19/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/19/2021 - 3:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: 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>8790</u>	2021	(1530) POLICE ADMIN SERVICES	30 ONE-YEAR LICENSES FOR INVESTIGATION CASE MANAGEMENT SOFTWARE, PLUS IMPLEMENTATION (SEALED BID 5567)	\$42,000.00	<u>(297346)</u> <u>KASEWARE INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00008790-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
KASEWARE
191 UNIVERSITY BLVD. SUITE 170

5136784272
DENVER, CO 80206

Tel#5136784272

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/30/21	297346				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price

General Notes

PER BID #5567 AND YOUR QUOTE #1195.

001	SOFTWARE AS FOLLOWS:	1.00 EACH	42000.00000	42000.00

Additional Description Notes

KASEWARE ANNUAL SUBSCRIPTION -FULL USER LICENSE
30 UNITS @ \$1,200 EACH = \$36,000

KASEWARE IMPLEMENTATION SERVICES INCLUDES DATA MIGRATION
\$6,000

TOTAL: \$42,000 INCLUDES ALL CHARGES

Vendor Item
Inventory Item/Loc 1714

1	4035.30.15.0000.0000.1530.0000.0000.44020.		
	E G-DRUG-ST .OPERSUPPLS.		42000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008790-00 FY 2021 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2

Vendor KASEWARE 191 UNIVERSITY BLVD. SUITE 170 5136784272 DENVER, CO 80206 Tel#5136784272	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/30/21	297346				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 42000.00

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	42000.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	42000.00	1822825.73
DRUG ENFORCEMENT FUND EXP		
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	08/12/21	ANNE FOLEY	GL Allocation changed
CCancelled	08/13/21	ANNE FOLEY	GL Allocation changed
Approved	04/01/21	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	04/01/21	RANDY THREADGILL	
Approved	08/17/21	TAYLOR HARRIS	Auto approved by: 9105thrr

=====	=====
Bill To	Requisition 00008790-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
KASEWARE
191 UNIVERSITY BLVD. SUITE 170

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

5136784272
DENVER, CO 80206

MOBILE, AL 36606

Tel#5136784272

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/30/21	297346				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/17/21 NANCY NGUYEN		Auto approved by: 9105thrr	
Approved	08/17/21 RANDY THREADGILL			
Forward	04/01/21 JOHN PAINE			
Forward	08/17/21 JOHN PAINE			
Approved	08/19/21 DONNA MICHELE STANLEY		Auto approved by: 910516727	
Approved	08/19/21 DONALD ROSE		Approved by: 9105fo1a	
Approved	08/19/21 SANDRA LEWIS		Auto approved by: 910516727	
Approved	08/19/21 ANNE FOLEY		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

VENDOR LIST FOR BID #5567

N/R

CASE CLOSED SOFTWARE
170-3550 LAKELINE BLVD
LEANDER, TX 78641

N/R

AGNOVI
1010 POLYTEK ST, STE 15
OTTAWA, ON K1J9H9 CANADA

*Kate-
Returned*

GANGSCOPE – ENSEMBLE GROUP
10201 S.P.I.D. SUITE 201
CORPUS CHRISTI, TX 78411

#42,000.00

*Kaseware, Inc
7381 State Rd
Cincinnati, OH 45230*

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

This is Not an Order

**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 06/08/2021	BID NO. 5567	DEPARTMENT Police Department	Commodities to be delivered F.O.B. Mobile to: AS SPECIFIED

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

11:00 AM, Tuesday, June 22, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1 Each	CRIMINAL INTELLIGENCE DATABASE SOFTWARE The City of Mobile is requesting bids on a subscription based Criminal Intelligence Database Software per the following specifications: • Functionality and ease of use will be important features of this software. Requirement List for the purchase of a software suite specifically designed for the purpose of creating and maintaining a database to manage Law Enforcement records and data pertaining to organized crime groups (Gangs). The software should at a MINIMUM be capable of the following: 1. 28-CFR Compliance 2. Assignable multiple user permission levels (<i>Admin, Enter only, Approval, view only, etc.</i>) 3. Price should include an unlimited number of separate, individual logins for users 4. Company hosted web/cloud based 5. Link Analysis between entries 6. Incident/location mapping within the software suite (GIS and heat mapping), as well as the ability to export generated maps into Google Earth 7. Ability to customize Gang "indicators" 8. Ability to add photos(.jpg, .bmp, or .png files), videos, social media links and/or custom Gang descriptors to each individual entry, as well as the ability to search the individual entries by each entered parameter					
Page 1 of 4			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 9. Assignable levels of gang involvement (<i>member, associate, person of interest</i>) 10. All records must be searchable by gang, individual or incident 11. Relationship mapping between each entered individual with the ability to create associational "flow charts" based on the relationships entered 12. 24-hour support and included training of members of the Mobile Police Department 13. Easy production and printing of case documents associated with each individual or incident for court proceedings 14. Full customization per departmental requirements 15. Information accessible via desktop computer and/or mobile platform (<i>phone/tablet app</i>) 16. Automatic notifications requesting the purging of members when purge is required according to 28-CFR 17. Ability to list all present and past members of each entered Gang 18. Information searchable by vehicle, listing information associated with an entered vehicle 19. Ability to enter information on an incident basis as well as the ability to enter individuals 20. Must have the ability to import large quantities of data from different types of programs and databases, specifically from Microsoft Excel 2010 and .csv file formats. 21. System should be 015-certified for security purposes • Hosting computer server's database and software configuration settings must be backed up daily and can be restored in a minimal amount of time if necessary. • Hosting data center must have an automated failover process to a physically separate datacenter to minimize disruption in service. Additional features not listed above may be included in the bid and will be considered during the evaluation.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 Services, Licensing, and Costs Include all information regarding the licensing of the complete hosted system including all back-office and public web tools. In addition, please list all fees and costs to the City based on an annual pay schedule including one-time fees for implementation setup or data importing, city staff training, or feature options. State any additional software programs and their total cost that required to enable the software package that you are bidding to fully meet these specifications. These are additional costs and must be added to the total cost of your bid. Product: _____ Cost: _____ Product: _____ Cost: _____ DEMONSTRATIONS MAY BE REQUIRED. Demonstrations will be on June 24, 2021 starting at 9:00 AM for 1.5 hours only. Each vendor will have 20 minutes to set up. Vendors with the 3 lowest bids that meet the specifications may be scheduled. State the product that you are providing and the version: Total price including setup and training: \$ _____ ** **This is the price that will be considered for the bid award.					
			TOTAL			

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 Does your bid meet ALL of the required specifications? YES _____ NO _____ What specifications does your software not meet? A technical demonstration may be required on June 24, 2021. 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 251-208-7434 or 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:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase order for one-year subscription for data backup/recovery services for Information Technology.

General Fund.

Amount of Contract:

\$168,217.40

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210819 IT Agenda Package POs	Cover Memo	8/19/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/19/2021 - 3:08 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>15372</u>	2021	(5000) INFORMATION TECHNOLOGY	ONE-YEAR SUBSCRIPTION FOR DATA BACKUP/RECOVERY SERVICES (EXEMPT IAW AL CODE 41- 16-51(a)(15)	\$168,217.40	<u>(297326)</u> <u>VENDOR</u>

Adopted:

City Clerk

Bill To	Requisition 00015372-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.25.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1

Vendor	Ship To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/21	297326	08/05/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

General Notes

REFERENCE: 20210727-192430439

PER STATE OF ALABAMA BID LAW SPECIAL EXEMPTION 41.16.51(a)(15)

001	18TB Enterprise Appliance-	1.00	10532.40000	10532.40
	: EACH			

1	1000.10.25.5000.5000.5000.0000.0000.42150.			10532.40

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

003	DataGard TBR - E18 (annualized)	1.00	31728.00000	31728.00

Bill To	Requisition 00015372-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.25.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2

Vendor	Ship To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602
	ASHLEY.TODD@CITYOFMOBILE.ORG
Delivery Reference	
	ASHLEY TODD
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/21	297326	08/05/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Enterprise DataGard - 18TB Monthly	EACH		
	Services (annualized) Annual			
	service cost: \$31,728.00 Services			
	Included in Monthly Rate of \$2,644.			
	00 *			

1 1000.10.25.5000.5000.5000.0000.0000.42150.	31728.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Bill To	Requisition 00015372-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.25.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3

Vendor	Ship To
	MIT
651 CHURCH STREET	
	MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG	
Delivery Reference	
ASHLEY TODD	
Deliver To	
MIT	
651 CHURCH STREET	
MOBILE, AL 36602	

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/21	297326	08/05/21			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
004 S4-E36 36TB Enterprise Appliance - EACH	2.00	14344.00000	28688.00

1 1000.10.25.5000.5000.5000.0000.0000.42150.	28688.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

005 DataGard TBR - E36 (annualized)	2.00	47136.00000	94272.00
Enterprise DataGard - 3 EACH			
Services (annualized) Annual 6.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015372-00 FY 2021 Acct No: 1000.10.25.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved	Page 4

Vendor MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602

Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/21	297326	08/05/21			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price

On Call
Troubling Shooting Service * Full
technical DR documentation *

1 1000.10.25.5000.5000.5000.0000.0000.42150.	94272.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

006 Implementation Services - Enterprise	3.00 EACH	999.00000	2997.00

1 1000.10.25.5000.5000.5000.0000.0000.42150.	2997.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015372-00 FY 2021 Acct No: 1000.10.25.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved	Page 5

Vendor	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG
	Delivery Reference ASHLEY TODD
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/21	1297326	08/05/21			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD			
Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total	168217.40

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

Account	Amount	Remaining Budget
1000.10.25.5000.5000.5000.0000.0000.42150.	168217.40	232805.41
INFORMATION TECHNOLOGY EXP	MAINTENANCE & REPAIRS	

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

Activity	Date	Clerk	Comment
Rejected	08/05/21	SCOTT KEARNEY	wrong amount.
Rejected	08/05/21	SCOTT KEARNEY	Rename to Backup and Disaster
Approved	08/05/21	MARK PEARSON	Auto approved by: 91057606
Approved	08/05/21	SCOTT KEARNEY	
Approved	08/16/21	MARK PEARSON	Auto approved by: 91057606
Approved	08/16/21	SCOTT KEARNEY	
Approved	08/18/21	MARK PEARSON	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00015372-00 FY 2021 Acct No: 1000.10.25.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved	Page 6

Vendor	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/18/21	297326	08/05/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/18/21 SCOTT KEARNEY		Auto approved by: 91053022	
Forward	08/05/21 JOHN PAINE			
Rejected	08/16/21 ANNE FOLEY		UPDATE QUOTE	
Forward	08/16/21 JOHN PAINE			
Rejected	08/18/21 ANNE FOLEY		ITEMIZE & MATCH QUOTE	
Approved	08/19/21 DONNA MICHELE STANLEY		Auto approved by: 910516727	
Approved	08/19/21 DONALD ROSE		Approved by: 9105fo1a	
Approved	08/19/21 SANDRA LEWIS		Auto approved by: 910516727	
Approved	08/19/21 JOHN PAINE		Auto approved by: 910516727	

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson & Councilperson Manzie

Purpose and Scope of Project:

To design dock improvements/repairs at GulfQuest/Mobile AlabamaCruise Terminal

Amount of Contract:

\$70,000.00

Funding Source

Project # GulfQuest/Mobile Alabama Cruise
Terminal – Dock Improvements CT-018-21

Discretionary Funds

Project String C0524 GulfQuest/Cruise Terminal-
Dock Improvements (20002000-42200)

Contract Number:3404

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	8/18/2021 - 9:56 AM
Capital	Rhodes, Brenda	Approved	8/19/2021 - 10:34 AM
Legal	Kern, Chris	Approved	8/19/2021 - 12:01 PM
Mayors Office	Barber, James	Approved	8/19/2021 - 3:06 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Shayla Beaco, Build Mobile Executive Director

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive Historic Preservation grant funds from the U.S. Department of Interior through the Alabama Historical Commission for their Certified Local Government (CLG) Grant Program in the amount of \$19,630.13. Said funds will allow for the continued effort of digitization project within the Historic Development Office by retaining the current Secretary of the Interior qualified contractual employee and hiring a part-time contractual assistant. There is a required match of \$13,086.76 that includes a \$10,761.74 cash match and a \$2,325.02 in-kind match.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$19,630.13

Matching Funds \$13,086.76

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	8/19/2021 - 11:38 AM
Legal	Kern, Chris	Approved	8/19/2021 - 12:10 PM
Legal	Kern, Chris	Approved	8/19/2021 - 12:10 PM
Mayors Office	Barber, James	Approved	8/19/2021 - 3:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Kerry Stuart Johnson as outlined in the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

8/31/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Johnson

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

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/18/2021 - 3:07 PM
Legal	Kern, Chris	Approved	8/18/2021 - 4:11 PM
Mayors	Barber, James	Approved	8/19/2021 - 3:06

Office

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Byron Gregory Busby as outlined in the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

8/31/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Busby

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

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/18/2021 - 3:10 PM
Legal	Kern, Chris	Approved	8/18/2021 - 4:11 PM
Mayors	Barber, James	Approved	8/19/2021 - 3:06

Office

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

7/29/2021 - 2:44
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/26/2021 -
12:13 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/26/2021 -
11:45 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Gary Jackson, Program Coordinator Municipal Enforcement

Sponsored by:

Council District 1 Fred Richardson	9 cases
Council District 2 Levon Manzie	6 cases
Council District 3 C J Small	1 case
Council District 4 John Williams	1 case
Council District 5 Joel Daves	1 case
Council District 6 Gina Gregory	0 cases
Council District 7 Bess Rich	0 cases

Total	18 cases

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien Group 1618

Effective Date of Contract:

8/31/2021

Funding Source

Project # Weed Lien Group 1618

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	8/26/2021 - 2:34 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOHN WILLIAMS

Purpose and Scope of Project:

FUNDS WILL USED FOR THE OVAL SIGNS DELINEATING THE BOUNDARIES OF OUR COMMUNITY

Amount of Contract:

\$12,000.00

Funding Source

Project # DSC-04 / 10041020-42080

Discretionary Funds DSC-04

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/26/2021 - 2:54 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOHN WILLIAMS

Purpose and Scope of Project:

FUNDS WILL BE USED TO PURCHASE SPATS AND OPERATIONAL EXPENSES FOR THE UPCOMING BAND SEASON

Amount of Contract:

\$1,500.00

Funding Source

Project # DSC-04 / 10041020-42080

Discretionary Funds DSC-04

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer

Action

Date

Accounting Daniels, Bettye

Approved

8/26/2021 - 2:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOHN WILLIAMS

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH THE RESTORATION OF THEIR GARDENS AND TO HELP CONSTRUCT A PERGOLA TO BE USED FOR WEDDINGS AND GARDEN PARTIES

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-04 / 10041020-42080

Discretionary Funds DSC-04

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/26/2021 - 3:05 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH A BEAUTIFICATION PROJECT WITH SOUTHRIDGE SUBDIVISION LLOYDS LANE ENTRANCE

Amount of Contract:

\$1,883.10

Funding Source

Project # DSC-06 / 10041020-42080

Discretionary Funds DSC-06

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/26/2021 - 3:10 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

8/26/2021 - 4:33
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Manzie

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/31/2021 - 9:38
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel Daves

Purpose and Scope of Project:

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

Amount of Contract:

\$935,000.00

Funding Source

Project # C0549

Project String 20002000-48010

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

Grant Funds

Discretionary Funds

Contract Number:3412

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/25/2021 - 2:11 PM
Capital	Hollins, Tiffany	Approved	8/25/2021 - 2:28 PM
Legal	Gibson, Grant	Approved	8/26/2021 - 1:55 PM

Mayors
Office

Barber, James

Approved

8/26/2021 - 3:45
PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember Levon C. Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement by and between the City of Mobile and Gaillard Builders, Inc., for Church Street Cemetery West Wall repairs (Project No. CE-046-21; G-HUR-Sally) in the amount of \$36,718.00 (CO601) as outlined in the Agreement between Owner and Contractor attached hereto and made a part hereof as though set forth in full. A copy is on file in the office of the City Clerk.

Adopted: _____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Church Street Cemetery West Wall Repairs

PROJECT #: CE-046-21; G-HUR Sally **DATE OF RECEIPT:** 08/25/21

PROJECT DESCRIPTION: Repairs to West Wall

CONTRACT AMOUNT: \$36,718.00 (C0601)

VENDOR NAME: Gaillard Builders, Inc.

VENDOR NUMBER: 295624

DEPT #: 3032 **DEPT NAME:** Architectural Engineering

CONTRACT ADMINISTRATOR: Jacob Laurence

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y_x_ N___ ; 5% of the 1st 50% _x___ or

If different, indicate special rate _____

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

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

Prepared by: Michelle Melton

Date 08/25/2021





**AGREEMENT BETWEEN
OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**

This Agreement made and entered into this _____

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor: **Gaillard Builders, Inc.**
1501 Telegraph Road
Mobile, Alabama 36610

City Business License No.: 39731
Secretary of State of Alabama Business Identity No.: 232-704

For the following Project: **Church Street Cemetery – Hurricane Repairs –**
West Wall Repairs
106 South Scott Street
Mobile, Alabama 36602

Project Number: **CE-046-21**

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

- 1.1** The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Project Manual dated June 23, 2021 documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The Total contract amount is Thirty-Three Thousand Seven Hundred Eighteen and 00/100 Dollars (\$33,718.00), which includes a Contingency Allowance of Three Thousand and 00/100 Dollars (\$3,000.00).
- 1.2** If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description

of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to ten percent (10%) of labor, materials and equipment costs on subcontractor's work; and fifteen percent (15%) on work of Contractor's own forces.
- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

1.4 UNIT PRICES

- A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will be the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.
- B. List of Unit Prices: #1: Provide all historic and modern materials, labor, tools, equipment, and cleaning supplies necessary to disassemble and rebuild the historic masonry wall from grade to cap, per design. \$315.00 LF

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is the Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within sixty (60) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, representations or any standards as a part of the Agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required close out documents are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Builder's Risk Insurance

1. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.
2. Policy provisions and the Certificate of Insurance shall be provided to the Owner.
3. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without thirty (30) days or more (except ten (10) days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 3.8 Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- 3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

- 3.11** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and dispose of.
- 3.13 METHOD of PAYMENT:** Contractor shall receive payment upon completion of Work and Invoice for the same.
- 3.14 TERMINATION of CONTRACT:** The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the contract.
- 3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND:**
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$10,000.00.
1. Cost of the bonds shall be included in the bid.
 2. Bond shall be submitted with the executed agreement on provided form(s).
 3. Power of Attorney is required for both bonds.
 4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
 5. A Surety licensed to do business in the State of Alabama must execute the bonds.
- 3.16 RETAINAGE:**
For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.
- 3.17 PROOF OF ADVERTISEMENT of COMPLETION**
(a) Contractor shall provide proof of publication of a "Notice of Final Completion" in a local newspaper as required in Title 39, Section 39-1-1, of the Code of Alabama. Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) The "Notice of Completion" shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **Gaillard Builders, Inc.** has completed the contract for **Church Street Cemetery – Hurricane Repairs – West Wall Repairs, CE-046-21, 106 South Scott Street, Mobile, Alabama 36602**. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Project Manual dated June 23, 2021 documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Architectural Engineering Director will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Project Manual, dated June 23, 2021, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No. 01, dated June 29, 2021; Addendum No. 2, dated July 7, 2021.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).
6. Sheet S-1 dated June 23, 2021.

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

7.0 IMMIGRATION LAW

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

8.0 HEALTH PRACTICES:

CDC/NIH Covid-19 Guidelines are in effect throughout contract duration. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel, Sub-Contractors, Material Suppliers and others shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

8.1 Public Contracts with Entities in certain Boycott Activities:

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

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

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Legal Name of Party to the Contract:

CONTRACTOR: Gaillard Builders, Inc.

Signature

Signature

William S. Stimpson, Mayor
Printed Name and Title

Peter Gaillard, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Peter Gaillard as President of Gaillard Builders, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 12th day of August, 2021.

Charity A Coaker
NOTARY PUBLIC

My Commission Expires: 4-7-2024

CHARITY A COAKER
Notary Public
Alabama State at Large

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Gaillard Builders, Inc., 1501 Telegraph Road, Mobile, Alabama 36610, hereinafter called the Principal, and The Cincinnati Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Thirty-Three Thousand Seven Hundred Eighteen and 00/100 Dollars (\$33,718.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2021 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Church Street Cemetery – Hurricane Repairs – West Wall Repairs, 106 South Scott Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 13 day of August, 2021.

CONTRACTOR AS PRINCIPAL
Company: Gaillard Builders, Inc.

(Corporate Seal)

By: _____

(Signature)

Name and Title: Peter Gaillard, President

SURETY

Company: The Cincinnati Insurance Company

(Corporate Seal)

By: _____

(Signature)

Name and Title: AnnaBelle Rushing, Attorney-In-Fact

Resident Agent: _____

(Signature)

Name and Title: Anna B. Rushing

Company Name: Thames Batre Insurance

Address: 2065 Old Shell Road

Mobile, AL 36607

Phone and Fax: 251-473-9000

Owner's Representative: Cassie Boatwright
Director, REAM
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7627

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing;
Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephan A. Jantz

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this day of

Scott R. Bolen
Assistant Secretary



LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Gaillard Builders, Inc., 1501 Telegraph Road, Mobile, Alabama 36610, as Principal, and The Cincinnati Insurance Company, as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of Thirty-Three Thousand Seven Hundred Eighteen and 00/100 Dollars (\$33,718.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Church Street Cemetery – Hurricane Repairs – West Wall Repairs, 106 South Scott Street, Mobile, Alabama 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Anna B. Rushing **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.SIGNED, SEALED AND DELIVERED this 13 day of August, 2021.**CONTRACTOR AS PRINCIPAL**Company: Gaillard Builders, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: Peter Gaillard, President**SURETY**Company: The Cincinnati Insurance Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: AnnaBelle Rushing, Attorney-In-Fact

Resident Agent: _____

(Signature)

Name and Title: AnnaB. RushingCompany Name: Thames Batre InsuranceAddress: 2065 Old Shell RoadMobile, AL 36607Phone and Fax: 251-473-9000

Owner's Representative:

Cassie Boatwright
Director, REAM
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7627

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing;
Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Latta

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this day of



Scott R. Bolen

Assistant Secretary



GAILBUI-01

ABOSARGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2021

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

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

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Annabelle Rushing, CIC, CISR, CPIW
	PHONE (A/C, No, Ext): (251) 473-9008 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS: annabelle@thamesbatre.com
INSURED Gaillard Builders Inc 1505 Telegraph Road Mobile, AL 36611	INSURER(S) AFFORDING COVERAGE
	INSURER A : National Trust Insurance Company
	INSURER B : FCCI Insurance Company
	INSURER C : Midwest Employers Casualty Co
	INSURER D : AGC Workers Comp Fund, Inc
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	CPP10004138103	3/12/2021	3/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	CA10001176605	3/12/2021	3/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	UMB10002335504	3/12/2021	3/12/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	EWC009234	1/1/2021	1/1/2022	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation			MP046-2021-AL	1/1/2021	1/1/2022	Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Regarding effective and expiration, both days are at 12:01 AM Standard Time at the insured's address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by A.M. Best & their rating is A- VI. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.

Additional Insured and Waiver of Subrogation provisions apply with respect to General Liability, Auto Liability and Umbrella subject to attached forms CGL084 1013, CGL088 0115, CAU058 0519, CU2403 0900 and CU0001 0413 if required by written contract. Primary Non-Contributory provision applies when required by written contract. 30 Day Notice of Cancellation (except 10 days for non-payment)
 Waiver of Subrogation provision applies to Workers' Compensation when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



Alabama Secretary of State



Gaillard Builders, Inc.	
Entity ID Number	232 - 704
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/02/2004
Registered Agent Name	TOMLINSON, LARRY
Registered Office Street Address	701 S ROYAL ST MOBILE, AL 36603
Registered Office Mailing Address	Not Provided
Nature of Business	ANY LAWFUL ACTIVITY
Capital Authorized	\$10,000
Capital Paid In	---
Incorporators	
Incorporator Name	DAVIS, RICHARD E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2017 2019 2020 2021
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/02/2004 Certificate of Formation 6 pgs.

Browse Results

New Search



Palomar

BUILDERS RISK QUOTATION

This quote is valid for 30 days, or until the effective date listed, whichever is later.

To: Richard Repath
Producer: AmWINS - Tennessee
Named Insured: Gaillard Builders Inc
Issuing Company: Palomar Specialty Insurance Company, An Admitted Carrier
AM Best Rating: A - IX (Excellent)
Policy Term: 08/23/2021 – 11/23/2021

Quote Subject to:

Quote cannot be bound without Underwriter approval

Loss Prevention Recommendations

Premium is Fully Earned

See the following page(s) for detailed quote information.

If you or your agency becomes aware of any additional losses or claims activity on this account, please notify us prior to the effective date of this coverage so that we may re-evaluate the terms of this quote. Failure to do so may constitute misrepresentation. Loss or Claims activity includes, but is not limited to losses not yet reported, losses not covered by their current policy, self-insured losses or losses below the deductible amount.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

This proposal provides a summary of coverage. For a complete description of all terms, conditions and exclusions, please refer to our policy forms which are available upon request. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.

PREMIUM SUMMARY

Builders Risk

Policy Premium	\$1,251.17
Terrorism	INCLUDED
Total Premium	\$1,251.17
Inspection Fee	\$0.00
Policy Fee	\$0.00
Total Premium and Fees	\$1,251.17



COVERAGE AND LIMITS OF INSURANCE:

Limit of Insurance, any one "loss" occurrence:	\$33,718
Limit of Insurance, as respects Covered Property at the project site:	\$33,718
Limit of Insurance, as respects "Useable Existing Structure"	Not Covered
Limit of Insurance, as respects Covered Property at any other location, other than in due course of transit:	
Limit of Insurance, Covered Property in due course of transit:	
Limit of Insurance, on the job-site trailer limit:	
Limit of Insurance, on the job-site trailer contents	\$20,000
Flood Coverage	Not Covered
Earthquake Coverage	Not Covered

COVERAGE AND LIMITS OF INSURANCE:

Debris Removal:	25%
Additional Debris Removal	\$25,000
Pollutant Clean-Up and Removal:	\$25,000
Fire Department Service Charge:	\$15,000
Plans & Records:	\$25,000
Contract Penalty:	\$15,000
Expediting and Extra Expenses:	\$25,000
Inventory, Appraisals and Loss Adjustment Expenses	\$7,500
Fire Protection Devices:	\$25,000
Escalation Expense:	
Sewer and Drain Back Up:	\$10,000
"Fungus" Limited Coverage	\$25,000

OPTIONAL COVERAGES:

Soft Costs	Not Covered
Rental Income	Not Covered
Ordinance or Law – "Loss" to the Undamaged Portion:	Included
Ordinance or Law – Demolition and ICC	Not Covered

A DESCRIPTION AND LOCATION OF PROJECT

Disassemble and rebuild approximately 31 linear feet of masonry wall at a cemetery:

106 S Scott St

Mobile, AL 36602

B DEDUCTIBLES

All Other Perils - \$2,500

Hurricane (Named Storm) - \$2,500

C OTHER

Valuation: Replacement Cost

FORMS AND ENDORSEMENTS

The following policy forms and endorsements will be made a part of the policy.

FORM NAME	FORM NUMBER
COMMERCIAL INLAND MARINE AND BUILDERS RISK DECLARATIONS	PLMR DEC-BR 04 20
COMMERCIAL INLAND MARINE CONDITIONS	CM 00 01 09 04
COMMON POLICY CONDITIONS	IL 00 01 01 07
BUILDERS RISK COVERAGE FORM	PLMR BR 0001 03 20
NON-RENEWAL ENDORSEMENT	PLMR BR 0010 04 20
CHANGES IN CANCELLATION CONDITION	PLMR BR 0017 04 20
NAMED STORM DEDUCTIBLE	PLMR BR 0018 04 20
ALABAMA CHANGES	CM 01 44 05 08
ALABAMA CHANGES - ACTUAL CASH VALUE	IL 01 90 04 15
EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES	IL 09 35 07 02
DISCLOSURE PURSUANT TO TERRORISM INSURANCE ACT	IL 09 85 12 20
CAP ON LOSSES FROM TERRORISM	IL 09 52 01 15
IM SIGNATURE PAGE	SIG 04 20
IM OFAC	OFAC 04 20
IM CLAIMS	IM-CLAIMS 04 20

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties in The Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets or Parts**1. Pair or Set**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - i. Owned or controlled by you; or
 - ii. That owns or controls you. This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

BUILDERS RISK COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. - DEFINITIONS in this Coverage Form.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY

Covered property means your property or the property of others for which you are liable, consisting of:

- a. Buildings or structures as described in this Coverage Form Declarations while under construction, erection, or fabrication, including the costs of foundations and underground property such as pipes, flues, drains, electrical wires, piers, and pilings; and excavation, grading, and filling; if such costs are included in the completed value of the project.
- b. Materials, supplies, furniture and appliances, machinery, equipment and fixtures which will become a permanent part of the buildings or structures at the project site described in this Coverage Form Declarations.
- c. Temporary buildings or structures at the project site described in this Coverage Form Declarations.
- d. Scaffolding, construction forms, fences, and office trailers at the project site described in this Coverage Form Declarations if such values are included in the completed value of the project; and
- e. Temporary enclosure materials and associated installation labor if such values are included in the completed value of the project.
- f. "Useable Existing Structure(s)", but only when a Limit of Insurance appears in the Policy Declarations.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Machinery, tools, equipment, and other property not intended to become a permanent part of the project, except as specified in A.1. above;
- b. Trees, shrubs, sod, and plants.

But we do cover such property at the project site for "loss" caused by or resulting from fire, lightning, explosion, civil disturbance, riot, vehicles, aircraft, theft or vandalism if such values are included in the completed value of the project.

- c. Property while waterborne except on regularly scheduled ferries;
- d. Contraband or property in the course of illegal transportation or trade;
- e. Land (including land on which the property is located) or water;
- f. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities; or
- g. Buildings or Structures that exist prior to any alteration, addition, improvement, renovation or repair, unless a limit for "Useable Existing Structure(s)" is shown in the Declarations as described in A.1.f. above.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

4. WHEN COVERAGE APPLIES

a. Coverage applies while Covered Property is:

- i. At the construction jobsite awaiting, during and after construction, erection or fabrication;
- ii. At any "temporary" location other than the project site; or
- iii. In transit.

b. Coverage ends when one of the following occurs:

- i. The owner or purchaser accepts the property;
- ii. Your interest ceases;
- iii. You abandon the construction with no intention to complete it;
- iv. When a structure is occupied or put to its intended use, without our written consent;
- v. Any other insurance covers the property as a completed building or structure; or
- vi. This policy expires or is cancelled.

5. ADDITIONAL COVERAGES

Additional Coverage Limits of Insurance are separate from the Limits of Insurance shown in Section 1. of the Declarations. As a result of direct physical "loss" to Covered Property from a Covered Cause of Loss, we will pay up to the Limit of Insurance shown in Section 2. of the Declarations for the following:

a. Debris Removal

- i. We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss."
- ii. The most we will pay under this Additional Coverage is the percentage shown on the Declarations which is the sum of the amount we pay for direct physical "loss" to Covered Property plus the applicable deductible amount, but not more than the amount shown in section 1. of the Declarations.
- iii. This Additional Coverage does not apply to costs to:
 - a) Extract "pollutants" from land or water; or
 - b) Remove, restore or replace polluted land or water.

b. Additional Debris Removal

If the sum of debris removal expense, deductible amount and our payment for direct physical "loss" exceeds the applicable Limit of Insurance in Section 1. of the Declarations, we will pay up to the Limit of Insurance shown in the Declarations for Additional Debris Removal Expense.

c. Pollutant Clean-Up and Removal

We will pay your expenses to extract "pollutants" from land or water at the job site if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants." But we will pay for testing which is performed in the course of extracting the



"pollutants" from the land or water.

The most we will pay under this Additional Coverage is the limit shown in the Declarations for the sum of all such expenses including testing and legal expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

d. Fire Department Service Charges

We will pay your expense for fire department service charges when the fire department is called to save or protect Covered Property from a Covered Cause of Loss.

e. Plans & Records

We will pay your expense to restore or reproduce your plans, blueprints, specifications, records, data stored on electronic media and valuable papers which were damaged or destroyed at the project site by a Covered Cause of Loss.

f. Contract Penalty

We will pay your expense for penalties imposed by contract which are incurred as a direct result of a covered "loss" under this policy.

g. Expediting and Extra Expense

We will pay your actual and necessary additional expediting and extra expenses resulting from a covered "loss" to Covered Property to expedite repair or replacement including, but not limited to, overtime, night work, work on public holidays, rapid transportation of people and/or materials, and extra costs of temporary repair.

This Additional Coverage will apply from the date of the covered "loss" and for such time reasonably necessary to repair, replace, or rebuild the Covered Property.

h. Inventory, Appraisals, and Loss Adjustment Expenses

We will pay the reasonable expenses you incur at our request to assist us in determination of the amount of the covered "loss," including the extra wages necessarily incurred by your employees for preparing inventories and other "loss" information for completion of your proof of "loss."

But we will not pay for:

- i. Expenses to prove that the "loss" is covered;
- ii. Expenses incurred under the Appraisal section of the Commercial Inland Marine Conditions;
- iii. Expenses incurred for examinations under oath, even if required by us; or
- iv. Expenses incurred for public adjusters or any legal fees.

i. Refilling of Fire Protection Devices

We will pay your actual costs to refill fire protection devices which are discharged as a result of a Covered Cause of Loss.

j. Escalation

In the event of a total loss from a Covered Cause of Loss to all Covered Property at the project site shown in the Coverage Form Declarations, we will pay up to the limit shown in the Declarations to cover increases in the cost of labor or materials or changes in construction specifications.

We will not pay under this Additional Coverage unless you repair or replace the property sustaining "loss" as soon as reasonably possible after the "loss."

This coverage will not extend to the Ordinance or Law Coverage provided under this policy.

k. Sewer and Drain Back Up Coverage



We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

1. "Fungus", Wet Rot, Dry Rot and Bacteria Limited Coverage

We will pay for direct physical "loss" by "fungus", wet rot, dry rot or bacteria.

Coverage applies only when the "fungus", wet rot, dry rot or bacteria is the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after the time of loss.

- i. a "specified cause of loss" in this Coverage Form; or
- ii. Flood, if the Flood Coverage applies to a covered project

For this Additional Coverage only, "loss" means:

- i. Direct physical "loss" to Covered Property caused by "fungus", wet rot, dry rot, or bacteria, including the cost of removal of the "fungus", wet rot, dry rot or bacteria.
- ii. The cost to tear out and replace any part of the Covered Property as needed to gain access to the "fungus", wet rot, dry rot or bacteria.
- iii. The cost of testing performed after the remediation, removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet rot, dry rot or bacteria are present.

The limit is the most we will pay for the total of all "loss" arising out of all occurrences in any one policy year.

6. "SOFT COSTS" AND "RENTAL INCOME"

When a limit is shown on the Declarations, this policy is extended to cover as described and limited below:

a. "Soft Costs"

If, as a direct result of a covered "loss" under this policy, the project is delayed beyond the "scheduled date of completion," we will pay the actual and necessary "soft costs" you sustain as a direct result of that covered "loss" and which are incurred:

- i. During the period of time between the "scheduled date of completion" and the actual date the project is completed with reasonable speed and similar quality; and
- ii. That are over and above what would have been incurred had there been no "loss."

b. "Rental Income"

If, as a direct result of a covered "loss" under this policy, the project is delayed beyond the "scheduled date of completion," we will pay the actual loss of "rental income" you sustain as a direct result of that covered "loss" and which are incurred during the period of time between the "scheduled date of completion" and the actual date the project is completed with reasonable speed and similar quality.

But if you do not rebuild or repair the Covered Property, we will not pay you for loss of "Rental Income."

c. Coverage Extensions

i. Civil Authority

We will pay the actual and necessary "soft costs" expenses and "rental income" loss incurred due to action of civil authority that prohibits access to the project site. The civil action must be due to direct physical "loss" to property, other than property at the project site, which results from a Covered Cause of Loss.

This extension will apply for a period of up to two consecutive weeks. No deductible applies to this extension.



ii. Expenses to Reduce "Loss"

We will pay the expenses you incur to reduce the amount of "soft costs" or "rental income" payments under this policy, but only to the extent that such payments are actually reduced.

The "Soft Costs" and "Rental" Value limit is in addition to the any one "loss" occurrence Limit of Insurance as shown on the policy Declarations page.

7. ORDINANCE OR LAW

a. "Loss" To the Undamaged Portion of The Building

i. Coverage

If a Covered Cause of Loss occurs to covered buildings or structures, we will pay for the loss of value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:

- a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c) Is in force at the time of "loss."

ii. What We Will Pay

- a) If the property is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - i) The amount you actually spend to repair, rebuild, or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - ii) The Limit of Insurance shown in the Coverage Form Declarations as applicable to the covered building or structure.
- b) If the property is not repaired or replaced, we will not pay more than the lesser of:
 - i) The replacement cost of the covered building or structure at the time of "loss"; or
 - ii) The Limit of Insurance shown in the Coverage Form Declarations as applicable to the covered building or structure.

When indicated on the Policy Declarations, this coverage is included within the Limit of Insurance shown in the Coverage Form Declarations as applicable to covered buildings or structures and does not increase the Limit of Insurance.

b. Demolition Cost and Increased Cost of Construction

i. Coverage

a) Demolition Cost

If a Covered Cause of Loss occurs to covered buildings or structures, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning, or land use ordinance or law.

b) Increased Cost of Construction

If a Covered Cause of Loss occurs to the covered buildings or structures, we will pay for the increased cost to:

- i) Repair or reconstruct damaged portions of that covered building or structure; and/or
- ii) Reconstruct or remodel undamaged portions of that covered building or structure;

When such increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

- i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- ii) We will not pay for increased cost of construction if the building is not repaired, reconstructed or remodeled.

ii. What We Will Pay

- a) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- b) With respect to the Increased Cost of Construction:
 - i) We will not pay for the Increased Cost of Construction:
 - I. Until the property is actually repaired or replaced, at the same or another premises, and
 - II. Unless the repairs or replacement are made as soon as reasonably possible after the "loss," not to exceed two years. We may extend this period in writing during the two years.
 - ii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.
 - iii) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

The most we will pay for the total of all covered "losses" for Demolition Cost and Increased Cost of Construction is the limit included on the Declarations. The Limit of Insurance listed on the Declaration is separate from the Limits of Insurance shown in Section 1. Of the Declarations.

iii. What We Will Not Pay

We will not pay for:

- a) the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants;" or
- b) "loss" due to any ordinance or law that:
 - i) You were required to comply with before the "loss," even if the building was undamaged; and
 - ii) You failed to comply with.

B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Governmental Action

- i. Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard



- i. Any weapon employing atomic fission or fusion; or
 - ii. Nuclear reaction or radiation or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.
 - c. War and Military Action
 - i. War, including undeclared or civil war;
 - ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - iii. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
 - d. Ordinance or Law

The enforcement of any ordinance or law;

 - i. Regulating the construction, use or repair of any property; or
 - ii. Requiring the tearing down of any property, including the cost of removing its debris;

Except as provided under Paragraph A.7.
 - e. "Fungus, Wet Rot and Dry Rot"
 - i. Presence, growth, proliferation, spread, destruction, decomposition, or any other activity of "fungus", wet rot, or dry rot;
 - ii. We will not pay for the cost to test, monitor, contain, remove, extract, dispose of, treat, remediate, neutralize or decontaminate land, water or any property which has been (or is suspected to have been) contaminated by the presence of "fungus", wet rot or dry rot.

This exclusion does not apply to "fungus", wet rot or dry rot that results from a fire or lightning.
 - f. Water
 - i. "Flood"
 - ii. Mudslide or mudflow
 - iii. Water under the ground surface pressing on, or flowing or seeping through
 - a) Foundations, walls, floors or paved surfaces
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings
 - iv. Water Damage was result of freezing, unless;
 - a) You have shut off the water supply and drained the plumbing systems; or
 - b) Made a reasonable effort to maintain heat in an enclosed building.

But if "loss" by fire, explosion, theft or sprinkler leakage results, we will pay for that resulting loss. This exclusion does not apply to property in transit.
 - g. Earth Movement, Earthquake or Volcanic Eruption

Any earth movement (other than sinkhole collapse) such as earthquake, volcanic eruption, landslide, mine subsidence or earth sinking, rising, shifting, expanding, contracting or any other earth movement.

But we will pay for direct "loss" caused by resulting fire or explosion. This exclusion does not apply to property in transit.
2. We will not pay for a "loss" caused by or resulting from any of the following:
- a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest or criminal act by:

- i.** You, any of your partners, employees, directors, trustees, or authorized representatives;
- ii.** Anyone else with an interest in the property or their employees or authorized representatives; or
- iii.** Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or acts of destruction by your employees. But theft by employees is not covered.

c. Any willful act intended to cause a "loss" committed by you or anyone else at your direction.

d. Unexplained disappearance.

e. Shortage found upon taking inventory.

f. Rain, snow, sleet or ice, whether driven by wind or not. But we will pay for "loss":

- i.** Caused by collapse of the building or structure resulting directly from the weight of the rain, snow, sleet or ice;
- ii.** To the Covered Property within the building or structure caused by or resulting from rain, snow, sleet or ice when:
 - a)** The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet or ice enters; or
 - b)** The "loss" is caused by or results from thawing of snow, sleet or ice on the building or structure.

This exclusion does not apply to property in transit.

g. Any "loss" covered under any guarantee, warranty or other expressed or implied obligation of any manufacturer or supplier. This exclusion applies whether or not such manufacturer or supplier is covered under this form.

h. Artificially generated current creating a short circuit or other electrical disturbance within the Covered Property. But we will pay for direct "loss" caused by resulting fire or explosion.

i. Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or gas turbines. But we will pay for direct "loss" to other Covered Property caused by the explosion or resulting fire. We will also pay for "loss" caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."

a. Faulty, inadequate or defective materials or workmanship.

b. Error, omission or deficiency in design or specifications.

c. Wear and tear, gradual deterioration, any quality in the property that causes it to damage or destroy itself, hidden or latent defect; mechanical breakdown; corrosion, rust, wet or dry rot, mold, dampness, cold or heat; insects, vermin or rodents.

d. Settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs, or ceilings.

4. We will not pay for any increase in a "loss" under the coverages for "soft costs" or "rental income" resulting from:

a. The suspension, lapse or cancellation of any lease, license, contract or order.

b. Breach of contract, late or non-completion of orders, or any other penalties.

- c. Interference by strikers or other persons with the:
 - i. Manufacturing, production or transportation of property to be used in the construction project;
 - ii. Construction at the project site shown in the Coverage Form Declarations;
 - iii. Rebuilding, repairing or replacing the Covered Property; or
 - iv. Use and occupancy of the premises.
- d. The additional time that would be required to repair or replace the property resulting from adverse weather conditions, reduction in work force due to economic conditions, or from changes necessary to correct deficiencies of original construction.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in this Coverage Form Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the Deductible shown in this Coverage Form Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and Common Policy Conditions:

1. COVERED TERRITORY

We will cover property wherever located within the United States of America and Canada.

2. PRESERVATION OF PROPERTY

If it is necessary to move Covered Property from the described premises to preserve it from "loss" by a Covered Cause of Loss, we will pay for any direct physical "loss" to that property:

While it is being moved or while temporarily stored at another location; and

Only if the "loss" occurs within 30 days after the property is first moved.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The Transfer of Rights of Recovery Against Others to Us Condition contained in the Commercial Inland Marine Conditions is replaced by the following:

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after a "loss" to impair them.

You may waive your rights of recovery from another party in writing prior to a "loss." This will not restrict your insurance.

But you may not waive your rights of recovery from any architect, designer, or consulting engineer, including their agents and employees, for any "loss" arising out of their products or the performance of their professional services.

4. OPTION IN THE EVENT OF "LOSS"

In the event of "loss" we have the option to take all or any part of the property at an agreed or appraised value. We will give you notice of our intentions within 30 days after we receive the sworn statement of "loss."

5. LOSS PAYEES

"Loss," if any, will be payable to you and the loss payee(s) shown on the Certificates of Insurance on file with us as your and their interest may appear.

6. MORTGAGE HOLDERS

If a Mortgage Holder is listed on the Coverage Form Declarations, the following applies:

- a. The term mortgage holder includes trustee.
- b. We will pay for covered "loss" to buildings or structures to each mortgage holder shown on the Coverage Form Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive "loss" payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive "loss" payment if the mortgage holder:
 - i. Pays any premium due under this Coverage Form at our request if you have failed to do so;
 - ii. Submits a signed, sworn statement of "loss" within 60 days after receiving notice from us of your failure to do so; and
 - iii. Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Form will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any "loss" and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Form:
 - i. The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - ii. The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
 - i. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - ii. 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

7. VALUATION

The Valuation Condition contained in the Commercial Inland Marine Conditions is replaced by the following:

- a. The value of your Covered Property will be the full cost to repair, replace or rebuild the property with substantially identical new property, including labor, reasonable profit, and overhead, without any deduction for depreciation.
- b. The value of Covered Property of others will be the lesser of:
 - i. The amount for which you are liable, plus the value of labor and materials you have added; or
 - ii. The cost to replace with substantially identical new property, including labor and materials you have added.

But we will not pay more for "loss" than the least of:

- a. The applicable Limit of Insurance;

- b. The cost to repair or replace the property for the same occupancy or use; or
- c. The amount actually spent that is necessary to repair or replace the property.

We will not pay for "loss" on a replacement cost basis until the property is actually repaired or replaced. If not repaired or replaced within a reasonable time after "loss," the Valuation Condition in the Commercial Inland Marine Conditions is reinstated and will apply to that property.

In the event of "loss," the value of the property will be determined as of the time of "loss."

8. REWARDS

In the event of covered "loss" which, in our opinion, is of sufficient amount to warrant such action, we may advertise a reward. This reward may be advertised in your name or your name and ours, and would be available for information which would lead to the arrest and conviction of the person(s) causing the loss and/or the return of stolen property.

Whether such a reward is offered and the amount of such reward will be solely at our discretion but will not affect your Limits of Insurance in any way.

You may, at your option, add to the amount of the reward we offer or offer a reward yourself if we decide not to offer one. But we will not reimburse you for such reward or for any related expense.

F. DEFINITIONS

- 1. "Useable Existing Structure" means only those parts of an existing structure which are intended to be a permanent part of the completed covered project, according to the project plans, including all construction, reconstruction, alterations, additions, improvements, renovations or repairs that occurred prior to the effective date of this Policy.
- 2. "Temporary" means a period of 90 consecutive days or less.
- 3. "Flood" means waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
- 4. "Loss" means accidental loss or damage.
- 5. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 6. "Fungus" means any type or form of fungus, including mold, mildew, yeast or mushroom and any toxin, mycotoxin, spore, scent, waste product, or by-product produced or released by any fungus or by metabolism, growth, death or decay of any fungus.
- 7. "Rental Income" means:
 - a. The net rental income (net profit or loss before income taxes) that would have been earned or incurred had there been no "loss," less charges and expenses that do not continue during the period of delay; and
 - b. The fair rental value of any portion of the structure which is to be occupied by you.
- 8. "Scheduled date of completion" means the earlier of the following dates:
 - a. The completion date as stated in the construction contract; or
 - b. The expiration date of this policy.
- 9. "Soft Costs" means only the following extra expenses:
 - a. Construction loan interest on financing under the Construction Loan Agreement;
 - b. Real estate and property taxes on the construction project site;
 - c. Architect, engineering and consultant fees, building inspection, building license and permit fees;
 - d. Legal and accounting fees;



- e. Insurance premium for the Builders' Risk Coverage Form;
- f. Advertising and promotional expenses;
- g. Commissions, legal and accounting fees and administrative expenses resulting from renegotiation of leases; and
- h. Any other additional fees or expenses endorsed onto this policy.



NONRENEWAL NOTICE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

Due to the unique risk insured and limited term of the coverage provided under this policy, it is agreed that this policy expires on the date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date, however, the Company has no obligation to extend this policy period

Other Terms Remain the Same

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

1. The failure, malfunction or inadequacy of:

a. Any of the following, whether belonging to any insured or to others:

- i. Computer hardware, including microprocessors;
- ii. Computer application software;
- iii. Computer operating systems and related software;
- iv. Computer networks;
- v. Microprocessors (computer chips) not part of any computer system; or
- vi. Any other computerized or electronic equipment or components; or

b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;

Due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:

1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial In-land Marine Coverage Part or the Standard Property Policy; or

2. Under the Commercial Property Coverage Part:

a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or

b. In a Covered Cause of Loss under the Causes of Loss – Basic Form or the Causes of Loss – Broad Form;

We will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY

SCHEDULE

SCHEDULE - PART 1

Terrorism Premium (Certified Acts)	\$0

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

Additional information, if any, concerning the terrorism premium:

SCHEDULE - PART II

Federal share of terrorism losses (Refer to Paragraph B. in this endorsement.)	81%	Year: 2019
Federal share of terrorism losses (Refer to Paragraph B. in this endorsement.)	80%	Year: 2018

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following: In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participating in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participating in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in



such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap on Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.



IMPORTANT NOTICE IN WITNESS CLAUSE

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHERE OF, this Company has executed and attested these presents and, where required by law, has caused the policy to be countersigned by its duly Authorized Representative(s).

A handwritten signature in blue ink, appearing to be "J. C.", written over a faint circular stamp.

President

A handwritten signature in blue ink, appearing to be "Heath A. Fuchs", written over a faint circular stamp.

Executive Vice President & Secretary

QUESTIONS REGARDING YOUR INSURANCE?

Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance, contact the following (please have your policy or claim number available):

Palomar Specialty Insurance Company
Customer Service
7979 Ivanhoe Avenue, Suite 500
La Jolla CA 92037

619-567-5290

service@palomarspecialty.com

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers.

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PALOMAR SPECIALTY INSURANCE COMPANY

CLAIM REPORTING PROCEDURES

Phone:	877-201-4874
Fax:	800-393-8104
Email:	claims@palomarspecialty.com
Mail:	York Risk Services Group, Inc. Attention: OSC P.O. Box 619079 Roseville, CA 95661
Website:	www.palomarspecialty.com / www.yorkrsg.com

To expedite the handling of your claim please reference client #9057 and provide the following information:

1. **Named Insured:**
2. **Policy Number:**

The York Claims Intake Center will review all claims notices upon receipt and assign to the appropriate York branch office. A claim acknowledgement will then be transmitted to the designated individuals notifying them of the York claim number and the adjuster assigned to the claim.

EXHIBIT A
SCOPE OF WORK
CHURCH STREET CEMETERY – HURRICANE REPAIRS – WEST WALL REPAIRS
106 SOUTH SCOTT STREET
MOBILE, ALABAMA 36602
CE-046-21

Carefully disassemble approximately thirty-one linear feet (31LF) of the west side masonry wall damaged by Hurricane Sally to grade, provide rebar reinforcement, and reassemble toothed in new construction to match all materials, characteristics, and portions of the adjacent sections, so that work creates a visually indiscernible and structurally sound wall section. All work shall conform to Secretary of the Interior's standards for historic preservation, as per the bid documents and associated design.

END OF SCOPE OF WORK



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Shonnda Smith, Senior Director Parks & Recreation

Sponsored by:

Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	8/24/2021 - 10:44 AM
Legal	Kern, Chris	Approved	8/24/2021 - 5:08 PM
Mayors Office	Barber, James	Approved	8/26/2021 - 3:42 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item based bid award to Star Graphics Inc for Graphics for MPD vehicles.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210823 Graphics Agenda Package POs	Cover Memo	8/23/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/26/2021 - 3:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by:

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

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5581	POLICE VEHICLE GRAPHICS AND INSTALLATION	64	Various, see bid tab	One year, renewable for two additional one-year periods.	(294199) STAR GRAPHICS INC

Adopted:

City Clerk

TABULATION OF BIDS			NAME					
			STAR Graphix	TRANS 360	5TH ARMS			
ITEM	QTY	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
VEHICLES								
		SEDANS	570	950	990			
		Hybrids	525	850	990			
		P/V C' & S'	570	1045	1090			
		2 Door	570	875	1090			
		Extended	570	1025	1090			
		Crew Cab	570	1045	1090			
		Strike Body	570	475	—			
		VAN Small	570	850	990			
		VAN TRANSIT	570	950	990			
		VAN Full size	650	1070	1090			
		SUV Large	570	1070	990			
		SUV min/sm	570	1070	1090			
		REMOVAL	150 ⁰⁰	500	400			
REPLACEMENT								
		SEDAN Large	—	—	—			
		Fender	70	—	350			
		Door RT	75	325	350			
		Door Lft	70	325	350			
		Fender	40	325	350			
		Trunk Rear	70	275	350			

TABULATION OF BIDS			NAME					
			STAR	Whipps	Imoso	340	SINARAMA	
ITEM	QTY	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
SEON Small								
		FENDER FT	70	—	350			
		Door FT	75	285	350			
		Door Rear	70	285	350			
		Fender Rear	40	285	350			
		Trunk Rear	70	185	350			
Trucks F150								
		Fender FT	70	—	350			
		Door	75	345	350			
		Body	75	345	350			
		Tailgate Rear	70	250	350			
Truck Flat Cab								
		Fender	70	—	350			
		Door	75	375	350			
		Door	70	375	350			
		Body	75	375	350			
		Tailgate Rear	70	250	350			
Truck Crew cab								
		Fender	70	—	350			
		Door	75	385	350			
		Door	70	385	350			

TABULATION OF BIDS			NAMES						
			STAIR	hempill	Image	515	Dr Amt		
ITEM	QTY	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
		Body	75	385	350				
		Tailgate Run	70	250	350				
		Truck Stake Body							
		Fender	70	—	350				
		Door	70	345	350				
		VAN Small							
		Fender	70	—	350				
		Door Fnt	75	295	350				
		Door	70	295	350				
		Rear Fender	70	295	350				
		Tailgate Hatch	70	200	350				
		VAN midsize							
		Fender	70	—	350				
		Door Fnt	75	325	350				
		Door	70	325	350				
		Fender-R.	70	325	350				
		Tailgate Hatch	70	225	350				
		VAN Large							
		Fender	70	—	350				
		Door Fnt	75	365	350				

TABULATION OF BIDS			NAME					
ITEM	QTY	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
		Door	70	365	350			
		Fender R.	70	365	350			
		Tailgate Hatch	70	250	350			
		SUV Small/med						
		Fender	70	—	350			
		Door Fct	75	365	350			
		Door	70	365	350			
		Fender R	70	365	350			
		Tailgate Hatch	70	250	350			
		SUV LARGE						
		Fender	70	—	250			
		Door Fct	75	365	350			
		Door	70	365	350			
		Fender R	70	365	350			
		Tailgate Hatch	70	250	350			

BID SHEET

This is Not an Order

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

DATE 06/28/2021	BID NO. 5581	DEPARTMENT Police	Commodities to be delivered F.O.B. Mobile to: 2460 Government St

Page 1 of 3

TOTAL

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The City of Mobile will deliver the vehicles to which the graphics package Will be applied to vendor's shop within 15 miles of the City of Mobile Police Jurisdiction. The City will not provide a location on City of Mobile property for the application of the graphics packages. The City will have the graphics package applied to other vehicles as they are purchased, during the initial one (1) year award of this bid. City of Mobile Business License may be required (see item 14 on reverse side). All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. Pricing shall be good for the one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods, assuming all terms and conditions remain the same.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

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.

PRICING

VEHICLES

Full Size Sedan Caprice, Taurus \$ _____

Hybrids Ford Fusion or Equal \$ _____

Trucks: F150, F250, F350
with 6.5 to 8.0 Ft. Bed \$ _____

Standard Cab (2 Door) \$ _____

Extended Cab \$ _____

Crew Cab \$ _____

Trucks: Stake Body F250/F350/F450 \$ _____

Vans

Small \$ _____

Transit Type \$ _____

Full Size \$ _____

SUV's

Expedition/Tahoe \$ _____

Explorer/Interceptor SUV \$ _____

OPTION:

Price to remove existing lettering and decals for
application of new graphics:

Price per Vehicle: \$ _____ EA

R-1**REPLACEMENT PRICING****VEHICLES****Sedans – Large, Caprice, or Equal**

Front Fender – Right/Left	\$ _____ /panel
Front Door – Right/Left	\$ _____ /panel
Rear Door – Right/Left	\$ _____ /panel
Rear Fender – Right/Left	\$ _____ /panel
Trunk/Rear	\$ _____

Small Sedans - Hybrids Ford Fusion or Equal

Front Fender – Right/Left	\$ _____ /panel
Front Door – Right/Left	\$ _____ /panel
Rear Door – Right/Left	\$ _____ /panel
Rear Fender – Right/Left	\$ _____ /panel
Trunk/Rear	\$ _____

Trucks**F150/F250/F350 – Standard Cab**

Front Fender – Right/Left	\$ _____ /panel
Cab/Door – Right/Left	\$ _____ /panel
Pick-up Body Side – Right/Left	\$ _____ /panel
Tailgate/Rear	\$ _____

R-2**REPLACEMENT PRICING****VEHICLES****Truck: Extended Cab/Supercab**

Front Fender – Right/Left	\$ _____ /panel
Cab Door Front – Right/Left	\$ _____ /panel
Cab Door Rear – Right/Left	\$ _____ /panel
Pick-up Body Side – Right/Left	\$ _____ /panel
Tailgate/Rear	\$ _____

Truck: Crew Cab/Supercrew

Front Fender – Right/Left	\$ _____ /panel
Cab Door Front – Right/Left	\$ _____ /panel
Cab Door Rear – Right/Left	\$ _____ /panel
Pick-up Body Side – Right/Left	\$ _____ /panel
Tailgate/Rear	\$ _____

Truck Stake Body - F250/F350/F450

Front Fender – Right/Left	\$ _____ /panel
Cab/Door – Right/Left	\$ _____ /panel

Van – Small

Front Fender – Right/Left	\$ _____ /panel
Front Door – Right/Left	\$ _____ /panel
Passenger Doors – Right/Left	\$ _____ /panel
Rear Fender – Right/Left	\$ _____ /panel
Tailgate/Rear Hatch	\$ _____

R-3**REPLACEMENT PRICING****VEHICLES****Mid-Sized Vans - Transit Type**

Front Fender – Right/Left	\$ _____ /panel
Front Door – Right/Left	\$ _____ /panel
Passenger Doors – Right/Left	\$ _____ /panel
Rear Fender – Right/Left	\$ _____ /panel
Tailgate/Rear Hatch	\$ _____

Large Vans – Transit/Express Cargo

Front Fender – Right/Left	\$ _____ /panel
Front Door – Right/Left	\$ _____ /panel
Passenger Doors – Right/Left	\$ _____ /panel
Rear Fender – Right/Left	\$ _____ /panel
Tailgate/Rear Hatch	\$ _____

SUV's – Medium/Small**Explorer/Interceptor SUV**

Front Fender – Right/Left	\$ _____ /panel
Front Door – Right/Left	\$ _____ /panel
Rear Door – Right/Left	\$ _____ /panel
Rear Fender – Right/Left	\$ _____ /panel
Tailgate/Rear Hatch	\$ _____

R-4

REPLACEMENT PRICING

VEHICLES

SUV's -- Large

Expedition/Tahoe

Front Fender -- Right/Left \$ _____ /panel

Front Door -- Right/Left \$ _____ /panel

Rear Door -- Right/Left \$ _____ /panel

Rear Fender -- Right/Left \$ _____ /panel

Tailgate/Rear Hatch \$ _____

















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:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Med-Eng LLC for an EOD Bomb Suit and accessories for MPD.

Amount of Contract:

\$36,525.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210825 MedEng Agenda Package POs	Cover Memo	8/25/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/26/2021 - 3:42 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>12406</u>	2021	(1530) POLICE ADMIN SERVICES	EOD BOMB SUIT, FACE SHIELD, HELMET, FOOT PROTECTION, BATTERY (SEALED BID 5593)	\$36,525.00	<u>(297810) MED- ENG LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012406-00 FY 2021 Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 1

Vendor MED-ENG LLC 103 TULLOCH DR	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE

OGDENSBURG, NY 13669

MOBILE, AL 36608

Tel#613-288-5451
Fax 613-482-4991

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/21	279810				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

General Notes

001	AS PER MY BID 5593 AND YOUR QUOTE BOMB SUIT EOD 10E OLIVE DRAB SIZE LARGE PART# 8002579	1.00 EACH	18054.00000	18054.00

1	1000.30.15.1530.1534.1530.0000.0000.47010.			18054.00

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

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

002	EOD 10E BA FACE SHIELD BA FACE SHIELD ASSEMBLY KIT PART# 8001051	1.00 EACH	2732.00000	2732.00

1	1000.30.15.1530.1534.1530.0000.0000.47010.			2732.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012406-00 FY 2021 Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 2

Vendor MED-ENG LLC 103 TULLOCH DR OGDENSBURG, NY 13669 Tel#613-288-5451 Fax 613-482-4991	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/21	279810				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

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

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

003	EOD 10E HELMET PKG, OLIVE DRAB PART# 8002581	1.00 EACH	14575.00000	14575.00
1	1000.30.15.1530.1534.1530.0000.0000.47010.			14575.00

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

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

004	FULL FOOT PROTECTION, PAIR, PART# 8000807	1.00 EACH	420.00000	420.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012406-00 FY 2021 Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010. Review: Buyer: 910514396 Status: Approved

Page 3

Vendor
 MED-ENG LLC
 103 TULLOCH DR

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

OGDENSBURG, NY 13669

Tel#613-288-5451
 Fax 613-482-4991

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/21	279810				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1530.1534.1530.0000.0000.47010.			420.00

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

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

005 BB-2590 BATTERY W CHARGER KIT; PART# 8001061	1.00 EACH	744.00000	744.00

1 1000.30.15.1530.1534.1530.0000.0000.47010.	744.00

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

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

[Requisition Link](#)

Requisition Total	36525.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012406-00 FY 2021 Acct No: 1000.30.15.1530.1534.1530.0000.0000.47010. Review: Buyer: 910514396 Status: Approved

Page 4

Vendor
 MED-ENG LLC
 103 TULLOCH DR

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

OGDENSBURG, NY 13669

Tel#613-288-5451
 Fax 613-482-4991

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/21	279810				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1534.1530.0000.0000.47010.	36525.00	1751795.80
SPECIAL OPERATIONS DIV EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	08/25/21	DONNA MICHELE STANLEY	GL Allocation changed
CCancelled	08/25/21	DONNA MICHELE STANLEY	Requisition item added changed
Forward	06/09/21	JOHN PAINE	
Approved	08/25/21	DONNA MICHELE STANLEY	
Approved	08/25/21	DONALD ROSE	Auto approved by: 910514396
Approved	08/25/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/25/21	JOHN PAINE	Auto approved by: 910514396

Authorized By: _____ Date: _____
 Signature

TABULATION BID 5593

	FEDERAL RESOURCES	MED-ENG. LLC
BOMB SUIT	8002579 \$20,039.94	8002579 \$18,054.00
FACE SHIELD	8001051 \$3,032.52	8001051 \$2,732.00
HELMET	8002581 \$16,178.25	8002581 \$14,575.00
FULL FOOT PROTECTION	8000807 \$466.20	8000807 \$420.00
BATTERY CHARGER WITH KIT	8001061 \$825.84	8001061 \$744.00
	\$40,542.75	\$36,525.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order
.....

Mailing Address:

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

Typed by: tajb Buyer: 006

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

DATE 08/05/2021	BID NO. 5593	DEPARTMENT Police	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: 11:00 AM., Friday, August 20, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1 - 5	BOMB SUIT WITH HELMET					
	EOD 10 Bomb Suit Complete with Helmet, Full Foot Protection and Battery with Charger Kit, as per the following and attached Specifications.					
	Bomb Suit, EOD 10E					
	Make _____ Model _____					
	BA Face Shield Kit EOD 10E					
	Make _____ Model _____					
	Helmet, EOD 10E Helmet Package					
	Make _____ Model _____					
	Full Foot Protection, Regular Pair					
	Make _____ Model _____					
	Battery with Charger Kit, BB-2590					
	Make _____ Model _____					
Page 1 of 3						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Quantities listed are approximate only. Additional quantities may be purchased as needed. Quote delivered pricing FOB Mobile Alabama. 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. Pricing shall be firm for the one (1) year period following the award of the Bid. At the option of the City of Mobile, the award of this bid may be extended for up to two (2) additional one (1) year periods. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

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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:8/31/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Wilson Dismukes Inc for 50 Stihl FS131R trimmers for Public Works and Parks.

Amount of Contract:

\$18,699.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210826 Wilson Agenda Package POs	Cover Memo	8/26/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	8/26/2021 - 3:42 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>12807</u>	2021	(F7000) MOTOR POOL	50 STIHL FS131R TRIMMERS (SEALED BID 5594)	\$18,699.00	<u>(237250)</u> <u>WILSON</u> <u>DISMUKES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012807-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47020. Review: Buyer: 910514396 Status: Released	Page 1

Vendor
 WILSON DISMUKES INC
 2646 GOVERNMENT BLVD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-476-9871
 Fax 251-476-9874

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/21	237250	06/17/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

General Notes

001	AS PER MY BID 5594 AND YOUR QUOTE TRIMMER AS SPECIFIED: STIHL FS131R PROFESSIONAL LOOP HANDLE TRIMMER DISPLACEMENT - 36.3 CC, ENGINE POWER 1.4 kW, WEIGHT - 5.5 kg, FUEL CAPACITY 710 cc Additional Description Notes	50.00 EACH	373.98000	18699.00

STIHL FS131R PROFESSIONAL LOOP HANDLE TRIMMER DISPLACEMENT - 36.3 CC, ENGINE
 POWER 1.4 kW, WEIGHT - 5.5 kg, FUEL CAPACITY 710 cc. REQUESTED BY PUBLIC
 SERVICES MAINTENANCE AND PARKS DEPARTMENT.

1	7000.40.20.0000.0000.2070.0000.0000.47020.			18699.00

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

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012807-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47020. Review: Buyer: 910514396 Status: Released	Page 2

Vendor
WILSON DISMUKES INC
2646 GOVERNMENT BLVD

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#251-476-9871
Fax 251-476-9874

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/21	1237250	06/17/21			MOTOR POOL

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				18699.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47020.		

MOTOR POOL EXP	18699.00	EQUIPMENT (LESS THAN \$5000)

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

Activity	Date	Clerk	Comment
CCancelled	08/25/21	DONNA MICHELE STANLEY	GL Allocation changed
Rejected	06/17/21	DIANE MCCARTY	ADDING A COMMENT
Approved	06/18/21	DIANE MCCARTY	
Approved	08/26/21	DIANE MCCARTY	
Approved	06/18/21	JOHN PEAVY	Auto approved by: 910518527
Approved	06/18/21	JAMES DELAPP	
Forward	06/18/21	JOHN PAINE	
Queued	08/26/21	JOHN PEAVY	
Queued	08/26/21	JAMES DELAPP	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____
Signature

TABULATION BID 5594

	CENTRAL ALABAMA TRAINING SOLUTION			WILSON DISMUKES
MS291 20"	MS291KIT20	\$448.00	MS291 20"	\$ 424.98
MS291 18"	MS291KIT18	\$439.00	MS291 18"	\$ 416.48
CUTQUIK TS420	TS420	\$969.00	TS420	\$ 960.49
BACKPACK BLOWER	BR800X	\$529.00	BR800X	\$ 509.98
TRIMMER	FS131R AUTO	\$399.00	FS131R	\$ 373.98
EDGER	FC111	\$449.00	FC111	\$ 424.98
HONDA GENERATOR	EU30001SAN	\$2,299.00	EU3000SIAN	\$2,140.00
RESCUE CHAIN SAW	MS462RSCM20	\$1,248.00	MS461R	\$1,164.48
DEPTH LIMITER FOR RESCUE SAW	MS460MRS	\$438.00	11282610007	\$ 329.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order
.....

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: tajb

Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/05/2021	5594	EQUIPMENT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Friday, August 20, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	CHAIN SAWS, BACK PACK BLOWERS, TRIMMERS AND GENERATOR CHAIN SAWS, BACK PACK BLOWERS, TRIMMERS AND GENERATOR Qty 6-30 STIHL MS291 20" CHAINSAW, 55.5CC MOTOR, WITH ADVANCED ANTI- VIBRATION SYSTEM, MFR IS STIHL. <i>NO SUBSTITUTIONS</i> Make _____ Model _____ Qty 6-30 STIHL MS291 18" CHAINSAW, 55.5CC MOTOR, WITH ADVANCED ANTI- VIBRATION SYSTEM, MFR IS STIHL. <i>NO SUBSTITUTIONS</i> Make _____ Model _____					
Page 1 of 4			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Qty 1-30	Page 2 of 4					
	SAW, STIHL CUTQUIK TS420. NO SUBSTITUTIONS					
	Make _____ Model _____					
Qty 25-100	2021 BACKPACK BLOWER, STIHL BR800 X MAGNUM NO SUBSTITUTIONS					
	Make _____ Model _____					
Qty 50-150	LOOP HANDLE TRIMMER STIHL FS131R NO SUBSTITUTIONS					
	Make _____ Model _____					
Qty 25-100	EDGER WITH LOOP HANDLE, STIHL FC111 NO SUBSTITUTIONS					
	Make _____ Model _____					
Qty 1-20	3000 WATT QUIET SERIES GENERATOR WITH CO- MINDER/BLEETOOTH HONDA ITEM EU3000S1AN NO SUBSTITUTIONS					
	Make _____ Model _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 The following items are to be awarded all or none. Qty 1-20 CHAIN SAW STIHL MS461RS RESCUE 20" <i>NO SUBSTITUTIONS</i> Make _____ Model _____ Qty 1-20 DEPTH LIMITER KIT FOR THE STIHL CHAIN SAW MS461RS RESCUE 20" ABOVE. P/N 1128 007 1020 <i>NO SUBSTITUTIONS</i> Make _____ Model _____ Quantities listed are approximate only. Additional quantities may be purchased as needed. <u>All prices are to include delivery to the address below.</u> MOTOR POOL 745 BROAD STREET MOBILE, AL 36604					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

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Additional Terms Relating to Purchases with Federal Grant Awards

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.

2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

(a) **Immediate Termination** - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) **Termination for Cause**- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Ashley Todd- Executive Assistant

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

We need \$30,000 transferred from 10045000.42200 to C0078. This will be used to replace the carpet in the MIT building.

Amount of Contract:

\$30,000

Funding Source

Project # IT Improvements & Upgrades- C0078

Discretionary Funds

Project String C0078

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
MIT	Kearney, Scott	Approved	8/25/2021 - 5:07 PM
Budget	Sapp, Celia	Approved	8/25/2021 - 4:54 PM
Legal	Gibson, Grant	Approved	8/26/2021 - 11:12 AM
Legal	Gibson, Grant	Approved	8/26/2021 - 11:21 AM
Mayors Office	Barber, James	Approved	8/26/2021 - 3:43 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson & Councilperson Small

Purpose and Scope of Project:

To provide a new 60 KW emergency diesel-powered generator at Fire Station #16 (Lathan).
Funding source is 10041522-42150 Fire Suppression

Amount of Contract:

\$36,500.00

Funding Source

Project # Fire Station #16 (Lathan) – Emergency
Generator & Service Modification FD-054-21

Discretionary Funds

Project String 10041522-42150 Fire Suppression

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	8/23/2021 - 10:16 AM
Budget	Sapp, Celia	Approved	8/26/2021 - 10:22 AM
Legal	Gibson, Grant	Approved	8/26/2021 - 12:13 PM
Legal	Gibson, Grant	Approved	8/26/2021 - 12:16 PM
Mayors Office	Barber, James	Approved	8/26/2021 - 3:43 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson & Councilperson Williams

Purpose and Scope of Project:

To retrofit four (4) existing ball fields at Mims Park with Musco Lighting System

Amount of Contract:

\$273,089.00

Funding Source

Project # Mims Park – LED Lighting Upgrade PR-062-21

Discretionary Funds

Project String C0529 (20002000-48010)

Contract Number:3413

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Cap. Cover Sheet	Cover Memo	8/25/2021

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	8/25/2021 - 5:36 PM
Capital	Hollins, Tiffany	Approved	8/26/2021 - 10:36 AM
Legal	Gibson, Grant	Approved	8/26/2021 - 11:36 AM
Mayors Office	Barber, James	Approved	8/26/2021 - 3:44 PM

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: MIMS PARK COMBO FIELD IMPROV - CAPITAL ACCOUNT
#C0529 MIMS PARK – LED LIGHTING UPGRADE (5400 GRISHILDE DRIVE)

ARCHITECTURAL ENGINEERING PROJECT #: PR-062-21

PROJECT #: C0529 (20002000-48010)

CONTRACT AMOUNT: \$273,089.00 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: TO RETROFIT FOUR (4) EXISTING BALL FIELDS AT MIMS
PARK WITH MUSCO LIGHTING SYSTEM.

VENDOR NAME: BILL SMITH ELECTRIC, INC.

VENDOR NUMBER: 286307

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CINDY KLOTZ (Interim Director of Architectural Engineering)

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services
Construction (Unit Price)* **Construction**** Non Contractual Performance

RETAINAGE INFORMATION: N/A

SHOULD RETAINAGE BE WITHHELD? ☒ N ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III Date: 8/23/2021



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Jennifer Greene, Director of Program and Project Management and Carleen Stout-Clark, REAM

Sponsored by:

Mayor William S. Stimpson and Councilwoman Bess Rich

Purpose and Scope of Project:

The attached Permanent Drainage Easement between the City of Mobile and Property Owners is for the Three Mile Creek Watershed Restoration project and is vital in the success of the Twelvemile Creek Stabilization stream stabilization portion of the project. This easement will be utilized during construction and provide the needed low-impact accessibility to maintain Twelvemile Creek post-construction. The Property Owners have agreed to this easement for the benefit of their neighborhood and the City of Mobile. The agreed upon amount of \$25,000.00 represents the appraised permanent easement value and estimated value caused by necessary tree and fence removal. This is easement will be funded through Programs and Project Management Department (2045) funds.

The Three Mile Creek Watershed Restoration project, funded through the subaward agreement Grant Number S1P16-TMCR between ADCNR and the City of Mobile, was adopted by City Council on August 11, 2020. The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelvemile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay.

Amount of Contract:

25,000

Effective Date of Contract:

8/31/2021

Funding Source

Project # N/A

Discretionary Funds N/A

Project String 2045

Contract Number:N/A

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

Grant Funds N/A

Matching Funds \$0

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	8/23/2021 - 4:34 PM
Accounting	Daniels, Bettye	Approved	8/24/2021 - 1:43 PM
Legal	Kern, Chris	Approved	8/24/2021 - 5:15 PM
Legal	Kern, Chris	Approved	8/24/2021 - 5:15 PM
Mayors Office	Barber, James	Approved	8/26/2021 - 3:44 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/31/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Allstate Property and Casualty Insurance Company as Subrogee of Mikala Jackson

Amount of Contract:

n/a

Effective Date of Contract:

9/7/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Allstate - Mikala Jackson

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

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/24/2021 - 11:57 AM
Legal	Kern, Chris	Approved	8/24/2021 - 5:15 PM
Mayors	Barber, James	Approved	8/26/2021 - 3:44

Office

PM