



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, August 3, 2021, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**

Request of Lawanda Forshee, 1254 Charmaine Circle E., for a waiver of the Noise Ordinance on November 24 & 25, 2021, from 7:00 a.m.-11:00 p.m. (sponsored by Councilmember Small) (held over from July 27, 2021).

Request of Corlem, LLC for a waiver of the Noise Ordinance at 564 Dauphin Street on September 17 & 18, 2021, from 6:00 p.m.-12:00 a.m. (District 2).

Request of Alexindra B. Riley, 2868 Brossett St., for a waiver of the Noise Ordinance on August 8, 2021, from 6:00-10:00 p.m. (District 4).

Request of Felicity Manas for a waiver of the Noise Ordinance at the Bragg-Mitchell Mansion on February 5, 2022 (District 1).

Request of Michael Moore for a waiver of the Noise Ordinance in the green space across from 3100 Angus Drive N., on August 21, 2021, from 5:30-7:00 p.m. (District 5).

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

Sabrina Mass

9. **ORDINANCES HELD OVER**

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

10. RESOLUTIONS HELD OVER

31-567 Adopt the U.S. Treasury ARP Action Plan (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

01-582 Authorize lease agreement with Alabama Power Co. and SMG for storm staging site at Civic Center (sponsored by Mayor Stimpson) (submitted by Michelle Melton, REAM).

01-583 Authorize a Foreign-Trade Zone Operator Agreement with Airbus Americas, Inc.(sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

03-584 Reappoint Karlos F. Finley as a part-time judge of the Mobile Municipal Court (sponsored by City Council).

03-585 Reappoint Robert Adams "Bucky" Thomas as a part-time judge of the Mobile Municipal Court (sponsored by City Council).

08-586 Approve purchase order to Jack Doheny Company for a Ford Transit Cargo Van for Motor Pool, \$88,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-587 Approve item based bid for Firefighting helmets from Sunbelt Fire Inc., \$254 ea. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-588 Approve purchase order to Dennis Aluminum Products for 150 decorative street sign posts for the Traffic Engineering Department, \$65,580.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-589 Approve purchase order to Imagetrend Inc. for annual renewal of software for the Fire Department, \$23,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-590 Approve purchase orders for fuel for the Wave Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-591 Approve purchase order to Sherwin Williams Co. for paint for Downtown pole painting, \$19,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-592 Reallocate \$245,000.00 from the General Fund, Police Operating Account - Regular Pay to the Capital Improvement Fund for the purchase of Microsoft Office Professional Plus software for the Police Department

(sponsored by Mayor Stimpson) (submitted by Capt. Reed, MPD).

21-593 Authorize service contract with Port City Industrial LLC for overhead garage doors/counter shutters/electronic gates services at various City facilities; \$105,600.00 (3 years) (CO587, 20002000-48010) (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Management Dept.).

21-594 Authorize contract with Routeware Inc. for route management software for garbage collection services, \$650,000 for 5 years (sponsored by Mayor Stimpson) (submitted by John Peavy, Public Services).

21-595 Authorize service contract with Johnson Controls Inc. for DDC Controls System Inspection & Preventative Maintenance at the History Museum of Mobile; \$74,580.00 (3 yrs) (10043035-42150) (sponsored by Mayor Stimpson & Councilperson Manzie) (submitted by Cassie Boatwright, Real Estate Asset Management Dept.).

21-596 Approve contract extension with Premium Parking of Alabama, LLC, for Cruise Terminal Parking Management, NTE \$300,000 per year out of revenue collected (sponsored by Mayor Stimpson) (submitted by Joe Snowden, Administrative Services).

60-597 Approve settlement agreement and release of claims - Katrena Waites (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-598 Approve settlement agreement and release of claims - Paula Greene (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-599 Approve settlement agreement and release of claims - Terrell Bush (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-600 Approve settlement agreement and release of claims - University of South Alabama Hospital (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-601 Approve issuance of revenue bonds by the Infirmary Health System Special Care Facilities Authority of Mobile (sponsored by City Council) (submitted by Chris Arledge, Council Attorney).

60-606 Resolve that all members of the City Council should be allowed unhindered access to their official City email accounts (sponsored by Councilmember Richardson).

11. CONSENT RESOLUTIONS BEING INTRODUCED

03-607 Re-appoint Brenda Jackson to the Mobile Library Board (sponsored by Councilmember Manzie) (submitted by Lisa C. Lambert, City Clerk).

03-608 Appoint Tammy Howell and Stacey Yawn to the ad hoc Animal Shelter Citizens' Advisory Committee (sponsored by Councilmembers Daves and Rich) (submitted by Lisa C. Lambert, City Clerk).

27-609 Designate election officers for the August 24th municipal election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

58-610 Assess cost for removal of weeds, Repeat Weed Lien Group 47

58-611 Authorize removal of weeds, Group #1615.

03-625 Appoint Andrew Blejwas to the Mobile Tree Commission (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

12. CIP RESOLUTIONS BEING INTRODUCED

21-612 Authorize contract with Geotechnical Engineering Testing, Inc., for 2020 PayGo & 2021 CIP Resurfacing, City Wide; COM Project No. 2021-3005-03 (D 1,4,5,6 & 7); \$165,000.00 (sponsored by Mayor Stimpson and Councilmembers Richardson, Williams, Daves, Rich and Gregory) (submitted by Nick Amberger, Engineering Department).

21-613 Authorize contract with Hosea O. Weaver Construction, , for 2020 PayGo & 2021 CIP Resurfacing, City Wide; COM Project No. 2021-3005-03 (D#1-7); \$8,959,294.73, (sponsored by Mayor Stimpson and Councilmembers Richardson, Manzie, Small, Williams, Daves, Rich and Gregory), (submitted by Nick Amberger, Engineering Department)

13. RESOLUTIONS BEING INTRODUCED

08-614 Approve purchase order to Jason Pilger Chrysler Dodge for Jeep SUV for Police Admin. Services, \$31,541.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-615 Approve purchase order to Sunbelt Fire Inc. for fire coats and pants for the Fire Department, \$201,040.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-616 Appropriate \$1,300,000.00 in the Rebuild Alabama Special Revenue Fund for the TIGER/Dr. MLK Jr. Ave./Broad Street project (sponsored by Mayor Stimpson & City Council) (submitted by Nick Amberger, Jennifer Greene & Rebecca Christian).

09-617 Reallocate \$400,000.00 from C0464 (Citywide Signal Inv & Assessment) to C0606 (CSX Bridge Painting (Broad Street) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Department)

21-618 Authorize contract with Youngblood-Barrett Construction and Engineering, LLC for Fire Training Center Administration/Classroom Building, \$1,932,313.00 (sponsored by Mayor Stimpson & Councilmember Small) (submitted by Cassie Boatwright, REAM).

21-619 Authorize contract with Thompson Engineering, Inc., for City Wide Bridge Inspection (2022 Cycle), \$219,560.00. (sponsored by Mayor Stimpson & City Council) (submitted by Nick Amberger, Engineering Department).

21-620 Authorize contract with Doyle Associates, Inc. for Mobile Saenger Theatre - Mechanical Upgrades \$25,468.00 (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Cassie Boatwright, REAM).

23-621 Accept permanent drainage & temporary construction easements for the 2019-3005-07 McRae Avenue Drainage Phase 2 Project (sponsored by Mayor Stimpson & Councilmembers Small and Daves) (submitted by Nick Amberger and Carleen Stout-Clark).

60-622 Proclaim July 8 as a Day of Remembrance for the captives and survivors of the slave ship Clotilda (sponsored by Councilmember Manzie) (submitted by Chris Arledge, Council Attorney).

14. CALL FOR PUBLIC HEARINGS

41-623 Call for 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(scheduled for August 31, 2021) (District 7).

41-624 Call for public hearing to consider the vacation of an alley located parallel and adjacent to the south property line of Lot 4, Edgewood Park (scheduled for September 7, 2021).

15. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 - 4:54
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 -
11:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 -
12:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 - 1:01
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 - 1:04
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 - 2:18
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

5/13/2021 - 3:26
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	7/15/2021 - 12:43 PM
Mayors Office	Barber, James	Approved	7/15/2021 - 1:04 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Levon C. Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Lease Agreement between City of Mobile, SMG, and Alabama Power Company, to use Civic Center, including the parking lots, for the purpose of a staging area for personnel and equipment for repairing storm damage and restoring power during emergency electric service outages in the Mobile area. A copy of said Lease Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

**SMG-MOBILE CIVIC CENTER
401 CIVIC CENTER DRIVE
MOBILE, ALABAMA 36602**

THIS LEASE AGREEMENT, hereinafter called the Agreement, is made and entered this ____ day of _____, 2021, by and between **SMG** and the **CITY OF MOBILE**, a municipal corporation of the State of Alabama, through its designated authority, hereinafter called the **LESSOR**, and:

FIRM NAME: **ALABAMA POWER COMPANY**
CONTACT PERSON: Mrs. Dee Anne Odom, Division Support Manager
ADDRESS: 150 St. Joseph Street
Mobile, Alabama 36602
TELEPHONE NUMBER: (251) 649-2441
FEDERAL ID NUMBER:

Hereinafter called the **LESSEE**.

WITNESSETH, that in consideration of the covenants and agreement herein expressed and of the faithful performance of all such covenants and agreements, **LESSOR** does hereby devise and lease unto **LESSEE** and **LESSEE** does hereby rent and take as **LESSEE**, the following municipal facilities of the City of Mobile, Alabama, to be used for the purpose of a staging area for Alabama Power personnel & equipment for repairing storm damage.

TERM: This Agreement will be effective _____, 2021 through _____, 2022; provided however, that **LESSEE** shall occupy and use the Facilities only during events of emergency electric service outages in the Mobile Area ("Event"). Events shall be only at and during such times as requested and approved according to the terms of this Agreement, if available.

FACILITIES: Including the necessary entrances, lobbies, exits, parking area, and sidewalks, Mobile Civic Center Arena, Expo Hall and or Theater (the "Facilities"), based on availability and for no other purpose whatsoever without the express written consent of the **LESSOR** endorsed on this Agreement for the term (based on availability).

IT IS MUTUALLY AGREED between the parties as follows:

1. LEASE & RENTAL CHARGES:

LESSEE hereby covenants and agrees to pay the **LESSOR** at its offices in the said building, by check payable to the "Mobile Civic Center," for the use of the said Facilities, including rental and building expenses associated with the event in lawful money of the United States or by certified or cashier's check, as follows:

DAILY LEASE RATE: See attached Schedule A.

INITIAL DEPOSIT: No deposit required; however, contract must be signed and returned upon receipt

BALANCE DUE: 30 days net from billing

Any additional expense not ascertained at the time of settlement shall be paid fifteen (15) days after the date of invoice. All delinquent accounts will be charged two (2%) per month on all past due invoices.

LESSEE further agrees to do the following:

To pay said LESSOR on demand any sum which may be due to said LESSOR for leasing services, accommodations, or materials furnished or lent to said LESSEE and expenses associated herewith, as stated herein. The failure to make payment within that time frame shall result in the cancellation of this Agreement, at LESSOR'S sole discretion;

To cause the said Facilities of the LESSOR to be kept clean and generally cared for during the said term;

To quit and surrender up said Facilities to the LESSOR at the end of each EVENT, and at the expiration of the said term in the same condition as it was at the date of the commencement of this Agreement, ordinary use and wear excepted; and

To abide by and conform with all rules, regulations, and policies that from time to time may be adopted or prescribed by the LESSOR for the management of said Facilities.

2. ADDITIONAL CHARGES FOR SERVICES, EQUIPMENT, MATERIALS, ETC.

LESSEE agrees to pay for all personnel, services, equipment, and materials required for the Event.

3. SUBSEQUENT REQUESTS BY LESSEE

LESSEE, by written request made solely by its authorized agent or officer, may issue additional requests of LESSOR. All expenses related to any additional requests must be paid to LESSOR by LESSEE on demand.

4. COMPLIANCE WITH LAWS

Said LESSEE shall comply with all the laws of the United States, and of the State of Alabama, and all rules and regulations of the Police and Fire Department, or other municipal authorities of the City of Mobile, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said Facilities during the term of this lease in violation of any such laws, ordinances, rules, or regulations, and if the attention of said LESSEE is called to any such violation on the part of said LESSEE, or of any person employed by or admitted to said Facilities by said LESSEE, such LESSEE will immediately desist from and correct such violation.

5. ACCEPTANCE OF SAID FACILITIES

LESSEE represents and warrants that it has inspected the leased Facilities and equipment to the extent LESSEE deems necessary and that same are in proper condition and adequate for the uses contemplated by LESSEE.

6. VACANCY

If the said Facilities or any part thereof shall become vacant during the term thereof, LESSOR, or its representatives may reenter the same by force, or otherwise, without being liable for any prosecution thereof, and may, at its option, relet the Facilities as the agent of LESSEE and receive the rent therefore applying the same first to the payment of such expenses as may be incurred in reentering and reletting the said Facilities, and second, to the payment of rent, additional rental or other amounts due LESSOR hereunder, and the surplus, if any, shall be paid over to the LESSEE. LESSEE covenants and agrees to pay LESSOR, on demand, the balance, if any, of the rent herein agreed to be paid remaining after deducting the net rental resulting from such reletting, but nothing herein contained shall be construed as imposing any obligation on LESSOR to so relet or attempt to relet said Facilities or in any way affect the obligation of LESSEE to pay the full amount of said rental in the event the Facilities shall be relet.

7. USE OF REMAINDER OF FACILITIES

LESSEE understands and agrees that during the term of this lease, LESSOR may use or permit to be used, or cause to be used for other LESSEES any portion of the Facilities not leased to LESSEE. LESSEE agrees that neither it, nor its agents, employees, or contractors, shall interfere in any way with the ordinary use by others of any portion of the Facilities not covered by this Rental Agreement.

8. CONTROL OF FACILITIES

The Facilities, including keys thereto, shall at all times be under the sole and exclusive charge and control of the LESSOR.

9. UTILITIES

LESSOR agrees to furnish, at its own expense, general lighting from its permanent fixtures and water for normal usage as now installed in the facility, accidents and unavoidable delays excepted.

10. INDEMNITY

LESSEE shall defend, indemnify and hold LESSOR harmless from and against any and all claims, demands, loss, cost and expense, including without limitation attorney's fees, arising out of or relating to any injury to persons (including without limitation death) or damage to property, caused or claimed to have been caused, in whole or in part, by any act or omission of, or the use or occupancy of the Facilities by LESSEE, its officers, agents, employees, guests, patrons and/or invitees, whether such use or occupancy is authorized or not, and also LESSEE shall pay for any and all damage to the property of LESSOR, or loss or theft of such property, done or caused by such persons.

11. INSURANCE

Letter indicating self-insured status must be submitted, naming SMG, City of Mobile and Mobile Civic Center as additional insureds.

12. HAZARDS

LESSEE shall not do, nor permit to be done, anything in or upon the Facilities or bring or keep therein or thereon, anything which in any way violates the conditions of any insurance policy upon the Facilities or any part thereof, or in any way increases the rate of fire or public liability insurance upon the Facilities or upon property kept therein, or in any way conflicts with ordinances of the city of Mobile or in any way obstructs or interferes with the rights of other tenants under LESSOR'S control or which would cause injury or annoy such other tenants in any manner.

13. DISASTERS

LESSEE AGREES that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right, as it may determine in its sole discretion, to alter the lighting of the Facilities, to vacate or require vacation of the Facilities or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate.

14. FORCE MAJEURE

LESSOR shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civic disturbance, or any other cause beyond the reasonable control of LESSOR.

15. CANCELLATION

Should LESSEE desire to cancel this Agreement, all deposit monies shall become the sole property of LESSOR. LESSEE hereby agrees to reimburse LESSOR for any expenses incurred by LESSOR on behalf of LESSEE.

16. CAPACITY, INGRESS, EGRESS, ETC.

LESSEE shall not admit to said Facilities a larger number of persons than the seating capacity thereof will accommodate or can safely or freely move about in said rental areas, and the decision of LESSOR, in this respect shall be final.

LESSEE agrees that no portion of the sidewalks, entries, vestibules, halls, stairways, or access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for egress or ingress to or from Facilities. The doors, skylights, stairways, openings that reflect or admit light, into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by LESSEE. Water closets or other

water apparatus shall not be used for any purpose other than that for which they were intended, and no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

LESSEE agrees that no chair or moveable seat will be permitted to be or remain in the passageways or aisles and will keep said passageways clear at all times.

17. **OBJECTIONABLE PERSONS**

LESSOR reserves the right to remove from the Facilities any person or persons deemed by it to be

objectionable, and upon exercise of this right by LESSOR, LESSEE waives any and all claims for damages LESSOR against.

18. **INFLAMMABLE LIQUIDS, ETC.**

LESSEE shall not, without prior consent of LESSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the Facilities or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than gas or electricity for illuminating the Facilities.

LESSEE shall, through the LESSOR, obtain such needed permits from the Fire Department for the express use of pyrotechnics prior to time of door opening to the public for the above stated performance(s).

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

19. **ALCOHOLIC BEVERAGES**

LESSEE shall not allow beer, wine, or liquors of any kind to be sold, given away, or used upon said Facilities in violation of law of City of Mobile regulations.

20. **DAMAGE TO FACILITIES**

LESSEE shall not injure, nor mar, nor in any manner deface said Facilities, and shall not cause or permit anything to be done whereby the said Facilities shall in any way be injured, marred, or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said building and will not make, nor allow to be made, any alterations of any kind herein.

LESSEE agrees that if said Facilities or any portion of said Facilities, during the term of this lease, shall be damaged by act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said Facilities by said LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to repair such damage and to restore said Facilities to their previous condition. LESSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said Facilities, or to any portion of said Facilities by the consent of said LESSEE, or by or with consent of any person acting for or in behalf of said LESSEE, and said LESSEE agrees to have on hand at all times sufficient, trained security personnel to maintain order and protect persons and property.

21. **POSTING OF ADVERTISING**

LESSEE agrees not to post or exhibit, nor allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front, or on any part of said Facilities, except upon the regular billboards provided by LESSOR therefore, and will use, post or exhibit only such signs and advertisements, show bills, lithographs, posters, or cards upon said billboards as they relate to the performance or exhibit to be presented in said Facilities. LESSEE further agrees to take down and remove forthwith all signs, advertisements, show bills, lithographs, posters, or cards of any description objected to by LESSOR, or its representative.

22. **CUSTODY OF ARTICLES LEFT ON FACILITIES**

LESSOR shall have the sole right to collect and have custody of articles left on the Facilities. LESSOR reserves the right to remove from the Facilities all effects of LESSEE remaining on said Facilities after time specified, at the expense of LESSEE.

23. ATTORNEY'S FEES

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by LESSOR in collecting or attempting to collect any lease or rental charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Agreement.

24. IMPROPER LODGING

LESSEE shall not permit the said Facilities to be used for lodging rooms, or for any improper, immoral, or objectionable purpose.

25. ASSIGNMENT OF RIGHTS

LESSEE shall not assign this Agreement, nor suffer any use of said Facilities, other than herein specified, nor sublet the same Facilities, or any part thereof without the express written consent of LESSOR.

26. WAIVER OF CLAIMS

LESSEE hereby waives all rights under the Constitution and laws of the State of Alabama or any other state to claim personal property exempt as against any liability, debt or obligation arising under this Agreement.

27. EXCULPATORY CLAUSE

LESSEE assumes no responsibility whatsoever for any property placed in the Facilities, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property including death that may be sustained by reason or occupancy of said Facilities under this Agreement, including but not limited to such loss, injury, or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, or non-function thereof or otherwise. LESSEE assumes all risk of damage to and loss by theft or otherwise, of fixtures, or those contracting with LESSEE, as well as employees thereof, and LESSOR is expressly released and discharged from any and all liability for such loss.

In the receipt, handling, care or custody of property of any kind, shipped or otherwise delivered to the Facilities of LESSOR, either prior to or subsequent to the use of said Facilities by LESSEE, and shall not be liable for any loss, damage or injury to or destruction of such property.

28. DELIVERY OF PROPERTY

SMG may, at its election, accept delivery of property addressed to LESSEE only as a service to LESSEE, and LESSEE will indemnify, defend, and hold harmless SMG for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. SMG assumes no responsibility whatsoever for any property placed in the Facility.

29. MATTERS NOT COVERED

LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority.

30. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the internal laws of the State of Alabama, without giving effect to otherwise applicable principles of conflicts of law.

31. POWER AND AUTHORITY

Each party hereby represents and warrants to the other that each has full legal right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, that all terms and conditions of this written Agreement shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representatives or promise of any agent or other person of the

Page 6 – Alabama Power Company

parties hereunto unless the same be in writing and mutually signed the duly authorized agents or agents who executed this Agreement.

IN WITNESS WHEREOF, the said LESSOR, the City of Mobile and SMG, have caused these presents to be signed by its authorized representative and attested by a Notary Public, and the LESSEE has signed the same day and year first written above.

THE CITY OF MOBILE

By: _____
William S. Stimpson Date

Its: Mayor

ATTEST: _____
City Clerk

SMG

By: _____
Date 7/7/2021

ITS: General Manager

ATTEST: _____

ALABAMA POWER COMPANY

By: _____
Dee Anne Odom Date 7/16/2021

ITS: Distribution Support Manager

ATTEST: _____

ALABAMA POWER COMPANY

SCHEDULE A

ARENA

1-6 Days	\$4,000/day
7-14 Days	\$3,500/day
15 or more days	\$3,250/day

THEATER (if used)

1-6 Days	\$1,500/day
7-14 Days	\$1,250/day
15 or more days	\$1,000/day

Plus Any Supporting Services and Utility Surcharges

Arena	\$750/day
Theater	\$450/day

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MOBILE AND ALABAMA POWER COMPANY

The purpose of the Agreement is to enable Alabama Power Company (hereinafter "Alabama Power") to use the City of Mobile premises from time to time for the purpose of housing and feeding work crews and to store equipment during periods of emergency electric service outages in the Mobile area. The parties recognize and acknowledge that Alabama Power shall have the right during the term of this Agreement, upon written or verbal notice to the City of Mobile, to utilize that part of the Mobile Civic Center as Alabama Power requires during the period it is perform restoration services. Alabama Power will be responsible for providing food, drinks, and lodging to the work crews who are assigned to these facilities and premises by Alabama Power. It is the object and intent of the Agreement to cover and include all costs and fees associated with the above described use of the premises operated by Owner.

AGREEMENT

1. The City of Mobile agrees to provide Alabama Power with emergency access to premises for storm recovery operations affecting Mobile County, Alabama, and/or the immediately surrounding areas. The exact extent of the premises to be used will be determined on a case by case basis. Preliminary access may also be provided during hurricane watch and warning periods when such requests are made by Alabama Power and when such requests do not interfere with existing operations.
2. The City of Mobile agrees to provide current contact information for key staff members to Alabama Power. Alabama Power may elect to provide key City of Mobile staff members with communication devices to ensure ease of contact in the event of emergency.
3. To facilitate access once Alabama Power has been allowed to begin operations on site, Alabama Power will provide a designated Alabama Power liaison to answer any questions which may arise. During its period of use, Alabama Power will provide all supplies used by it or its agents.
4. Alabama Power agrees to have a designated liaison on the premises on a 24-hour basis whenever using the facilities under the terms of this Agreement. The liaison must be identified to key City of Mobile staff. Said liaison shall have full authority to take any and all actions required under this Agreement.
5. Alabama Power agrees to provide daily clean-up of all areas used. Alabama Power agrees to return all used areas to original condition upon conclusion of its use. Alabama Power agrees to repair any damage to the premises.
6. Alabama Power agrees to pay for the use of the premises as listed in the basis of charges in the Lease Agreement entered into by Alabama Power, SMG, and the City of Mobile.
7. Alabama Power agrees that its use of the facilities must not interfere with the normal operations of the facility. To the extent reasonably possible, the City of Mobile agrees to work with Alabama Power in providing alternative on-grounds sites to accommodate relocation of Alabama Power activities to comply with this provision. Alabama Power agrees to comply with this provision and immediately vacate and restore any space previously contractually committed by the City of Mobile. Notice of such requirement shall be made by orally notifying the Alabama Power liaison on premises, which said liaison shall have authority to immediately comply.
8. The City of Mobile recognizes and agrees that Alabama Power Company is self-insured for the initial five (5) million dollars of liability coverage. An "Evidence of Insurance" letter shall be

provided to the City of Mobile by the appropriate representative of Alabama Power Company certifying all insurance coverages.

9. Alabama Power further agrees to indemnify the City of Mobile from any and all claims made by any party as a result of the use of the facilities by Alabama Power, and to hold the City of Mobile harmless from all claims of causes of action whatsoever.
10. This contract will be effective through December 31, 2021; provided however, that Alabama Power shall occupy and use the Premises only during events of emergency electric service outages in the Mobile Area ("Event"). Events shall be only at and during such times as requested and approved according to the terms of this Agreement, if available.

DATED THIS _____ day of _____, 2021

THE CITY OF MOBILE, AS LESSOR

By: _____
William S. Stimpson Date

Its: Mayor

ATTEST: _____
City Clerk

SMG, AS LESSOR

By: _____
Date 7-7-2021

ITS: General Manager

ATTEST: _____

ALABAMA POWER COMPANY, AS LESSEE

By: _____
Dee Anne Odom Date 7/16/2021

ITS: Distribution Support Manager

ATTEST: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 Airbus Americas, Inc.

Amount of Contract:

n/a

Effective Date of Contract:

8/3/2021

Funding Source

Project # Foreign-Trade Zone Operator Agreement with Airbus Americas, 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	7/22/2021 - 10:30 AM
Legal	Kern, Chris	Approved	7/22/2021 - 11:09 AM
Mayors Office	Barber, James	Approved	7/22/2021 - 2:03 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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

7/22/2021 -
10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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

7/22/2021 -
10:12 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jack Doheny Company for 2022 Ford Transit cargo van with mounted Versalift Vantel aerial man-lift for MPD.

General Fund.

Amount of Contract:

\$88,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210720 Doheny Agenda Package POs	Cover Memo	7/20/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	7/22/2021 - 2:05 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>3264</u>	2021	(F7000) MOTOR POOL	2022 FORD TRANSIT CARGO VAN WITH MOUNTED VERSALIFT VANTEL AERIAL MAN-LIFT (SEALED BID 5565)	\$88,000.00	<u>(297288) JACK DOHENY COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003264-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
--	--	--------

Vendor JACK DOHENY COMPANY 777 DOHENY DRIVE NORTHVILLE, MI 48167 USA Tel#2483490904	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/07/20	297288	12/07/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	STANDARD SINGLEMAN PLATFORM WITH MINIMUM300LBS CAPACITY. BEHIND THE CAR UNIT MOUNT. PLEASE REFER TO ATTACHMENT FOR SPECIFICATIONS. VAN WITH MANLIFT, CARGO VAN WITH 30-35 FOOT AERIAL MAN LIFT. VENDOR TO PROVIDE 2022 FORD TRANSIT LOW ROOF CARGO VAN WITH VERSALIFT VANTEL-29-NE AERIAL MAN LIFT MOUNTED. VAN TO HAVE STORAGE RACKS AND CABINetry INSTALLED PRIOT TO DELIVERY. AS PER MY BID #5565 AND YOUR QUOTE Additional Description Notes STANDARD SINGLEMAN PLATFORM WITH MINIMUM300LBS CAPACITY. BEHIND THE CAR UNIT MOUNT. PLEASE REFER TO ATTACHMENT FOR SPECIFICATIONS.	1.00 EACH	88000.00000	88000.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.			88000.00

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

 Deliver To
 MOTOR POOL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003264-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
--	--	--------

Vendor
JACK DOHENY COMPANY
777 DOHENY DRIVE

NORTHVILLE, MI 48167
USA
Tel#2483490904

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/07/20	297288	12/07/20			MOTOR POOL

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

Requisition Link

Requisition Total 88000.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	88000.00	588865.11

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	88000.00	
MOTOR POOL EXP		VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Cancelled	07/19/21	JOHN PAINE	GL Allocation changed
Approved	12/07/20	DIANE MCCARTY	
Approved	07/20/21	DIANE MCCARTY	
Forward	03/22/21	HEATHER KIHYET	Automatic Forward to 9105paij
Queued	07/20/21	JOHN PEAVY	Automatic Forward to 9105paij
Queued	07/20/21	JAMES DELAPP	Automatic Forward to 9105paij
Pending		DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Pending		DONALD ROSE	Automatic Forward to 9105paij
Pending		SANDRA LEWIS	Automatic Forward to 9105paij
Pending		JOHN PAINE	Automatic Forward to 9105paij

=====	=====
Bill To	Requisition 00003264-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor
JACK DOHENY COMPANY
777 DOHENY DRIVE

NORTHVILLE, MI 48167
USA
Tel#2483490904

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/07/20	297288	12/07/20			MOTOR POOL
-----	-----	-----	-----	-----	-----

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

BID TABULATION FOR BID #5565
NEW VAN WITH VAN MOUNTED AERIAL MAN LIFT

JACK
DOHENY
COMPANY

VAN WITH MAN LIFT	88,000.00	
----------------------	-----------	--

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: en

Buyer: 002

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

DATE 06/07/2021	BID NO. 5565	DEPARTMENT Police Department	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, Wednesday, June 23, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1 Each	NEW VAN WITH VAN MOUNTED AERIAL MAN LIFT New van with van-mounted aerial man lift for use servicing cameras, lights, and traffic signals. As per the following and attached minimum specifications. VAN Make: _____ Model: _____ Year: _____ Miles: _____ LIFT Make: _____ Model: _____ Year: _____ Lift height: _____ Date of last aerial inspection and certificate : _____ Van shall also be upfitted with racks and shelving as per the attached photos. Racks and shelving to be Masterack Brand or equal. City reserves the right to inspect the vehicle prior to award. Vendor will need to provide proof of last inspection and certificate. City of Mobile Business License Required – See Item 14 (on reverse side)					
Page 1 of 2			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

(Van mounted aerial-lift)

Telescopic aerial platform van mounted lift in new condition with roof mounted ladder rack and shelving system. 2020 or newer year model Ford Transit solid panel van delivered to the City of Mobile having the following minimum specifications:

Local or dealer installations and/or modifications are **not acceptable** unless noted or approved by City of Mobile representatives.

The bidder will list in detail all specifications being bid, a copy of the warranty, appropriate literature on his bid, and how long the bid will be honored.

GENERAL:

OVERALL CONDITION – All areas of appearance and functions must be in new condition and in safe working order

FRONT ENGINE – Minimum V6 powered gas or diesel

COLOR – Light shades of color only

KEYS - Single key lock system. Four (04) keys furnished at delivery.

MIRRORS – Foldaway type with spot mirrors attached

INTERIOR:

RADIO – AM/FM with digital clock.

AIR BAG – Driver's side minimum

FLOOR COVERING – Heavy Duty covering **with** matching front mats installed

STEERING WHEEL – Tilt wheel with an anti-slip surface.

FIRE EXTINGUISHER – 5lb. ABC Type

TRIANGLE WARNING KIT – 3 Piece minimum

SHELVING SYSTEM- The shelving system will be Masterrack type with open bins and open shelves.

EXTERIOR:

GLASS (no glass other doors and windshield) – Darkest factory tint available

RUBBER WHEEL CHOCKS – Standard available

AMBER STROBES – Two (2) turret mounted

BACKUP ALARM – Minimum 87 db

POWER AND DRIVE:

COOLING SYSTEM - The cooling system must be the maximum size available and allow the vehicle to operate while at engine idle with emergency lighting accessories (including add-ons and all factory lighting), and air conditioning at maximum cooling, without overheating the engine above the manufacturer's recommended operating temperature.

TRANSMISSION - The transmission must be heavy duty, fully automatic 4-speed with overdrive. The transmission will have both radiator and front mounted external fluid coolers to ensure optimum operating temperatures under any usage.

SUSPENSION - The suspension will include heavy-duty front and rear springs, heavy-duty shock absorbers, front and rear stabilizer bars.

BRAKES - Brakes will be heavy duty, power assisted.

PARKING BRAKES - Manual or Vacuum Release.

TOOLS - One (1) wheel wrench and jack per vehicle.

AIR CONDITIONER - Maximum factory size offered

LIFT INSPECTION:

LIFT VEHICLE MUST BE INSPECTED BY AUTHORIZED PERSONNEL AND HAVE PROOF OF CURRENT DATED INSPECTION

LIFT SPECIFICATIONS:

BOOM CONTROLS -- All boom control functions must be in proper working order and meet OEM specifications. Auxiliary Power System or Auxiliary Lowering

SAFETY LANYARD -- Properly dated safety harness with shock cord type lanyard must be supplied

WORKING HEIGHT -- 35ft. maximum

CLASSIFICATION -- Non-Insulated

STANDARD SINGLEMAN PLATFORM WITH MINIMUM 300 LBS. CAPACITY
BOOM ARTICULATING TELESCOPIC -8 TO +80 DEGREES
EMERGENCY LOWERING VALVE
ELECTRIC/HYDRAULIC CONTROLS
NON-LUBE BEARINGS AT ALL PIVOT POINTS
HYDRAULICALLY LEVELED BUCKET
TORSION BAR MAIN STABILIZER
BEHIND THE CAR UNIT MOUNT

VEHICLE MUST HAVE OPERATOR'S MANUAL AND SERVICE MANUAL

01/19/2021 12:57



01/19/2021 13:00



01/19/2021 12:58





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:8/3/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item based bid award for Firefighting Helmets to Sunbelt Fire Inc.

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
20210715 Helmet Agenda Package Bids	Cover Memo	7/15/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	7/22/2021 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by:

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

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5574	STRUCTURAL FIREFIGHTING HELMETS	1	\$254.00	One year, renewable for two additional one-year periods.	(198904) SUNBELT FIRE INC

Adopted:

City Clerk

Page _____ of _____

47

FIRE HELMET PRODUCT SPECIFICATION

GENERAL:

Helmets manufactured in accordance with this specification are designed to mitigate adverse environmental effects to the firefighter's head while providing the specifying authority with what are, in their opinion, essential requirements.

WEIGHT:

All helmets shall be less than 3.5 pounds with the following options installed: Retractable face shield, eagle front holder, chin strap, edge beading, reflective trapezoids, comfort liner, and head suspension.

PERFORMANCE CRITERIA/STANDARDS:

Traditional Fire Helmets shall meet the requirements of NFPA 1971:2018 (or the current edition) for structural firefighting and proximity firefighting when that option is selected; US-OSHA 1910.156, and CAL-OSHA.

All eye/face protection sold as part of the original helmet assembly shall be compliant with the impact requirements of the current editions of ANSI/ISEA Z87.1 and NFPA 1971.

PERFORMANCE VERIFICATION DATA REQUIREMENT:

Response to this specification shall include a complete and current NFPA 1971 test report from a recognized, accredited test facility detailing all performance data for the helmet(s) and compliant helmet components included in the original assembly. Certificates of conformance and/or letters of certification alone shall not be acceptable. Component testing is not acceptable. Certification testing is conducted every year to a random lot size, as per NFPA requirements.

MANUFACTURER'S WARRANTY:

Fire Helmets to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture.

HELMET SHELL:

Traditional Fire Helmets shall have a classic American Fire Service style helmet shell, comprising a crown, with four (4) major ribs (front, back, left and right sides), and four minor ribs equidistant between each major rib, and a brim that has a short front visor continuing around the sides to a large rear watershed area. The upper surface of the watershed shall have a textured finish with ivy scroll on the back of the watershed brim. The underside of the brim shall have drill guides for the various eye/face protection that can be attached to the shell.

The shell material shall be a fiberglass composite, consisting of a high-temperature-, flame-, and chip-resistant "through-colored" thermoset resin, reinforced with 1" and 2" chopped fiberglass, compression-molded to form a one-piece shell. The shell shall be available in white, red, black, and yellow with an unpainted, matte finish. The shell dimensions (with edge-trim) shall be 15.5" in length, 11.88" in width and a crown depth of 6.5". The shell shall have a nominal wall thickness of 0.065" in the crown and 0.080" in the brim. The shell shall have black or white¹, high-temperature, flame-resistant, flexible edge trim made of thermoplastic rubber (TPR) with an aluminum core. The edge-trim is secured around the entire brim of the helmet by crimping the aluminum core, which simultaneously captures and retains a wire used to reinforce the brim of the helmet. The edge-trim is secured at the mating ends with a high temperature adhesive and clamped by the helmet hanger clip at the edge of the rear brim.

The shell shall have a helmet hanger comprised of a ¾", nickel plated "D" ring and a stainless-steel clip. The helmet hanger shall be attached to the center rear of the brim.

FRONT HOLDER:

The helmet shell shall be furnished with a collapsible brass front-piece holder designed to absorb impact that shall be attached to the main rib on the shell front, and positioned to capture the top of standard 6" fire department identification shields (i.e., front piece). The front holder shall be a brass carved eagle.

The shell shall have a thermoplastic, front-piece mounting bracket affixed to the front center of the brim. The bracket shall provide for positioning and retention of 6" front pieces.

IMPACT CAP:

The impact cap is designed to help provide increased thermal and impact protection. The impact cap shall be an impact-resistant polymer liner covered by a rigid cell, high temperature, energy absorbing urethane foam cap that covers the entire inner crown of the helmet. This impact cap is held into the helmet shell by the Shell Release tabs and corresponding brackets. It shall be removable for inspection and replacement.

HEAD SUSPENSION:

Traditional Fire Helmet shall consist of a six-way head suspension system, attached to the impact cap. The head suspension system comprises three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a rigid plastic clip that locks the straps into the lugs of the impact cap liner. A cloverleaf crown pad shall be incorporated into the overhead strap assembly.

SHELL RELEASE SYSTEM:

The impact liner, complete with suspension system and chinstrap assembly (as described under "CHINSTRAP") shall be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the eye/face protection hardware. This design will enable the shell to be released from the helmet when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaving the impact cap on the wearer's head for continued thermal and impact protection.

SIZING ADJUSTMENT:

The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband is attached to the sides of the impact cap liner by four (4) flexible retention tabs.

The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head. The headband height shall be adjustable at the front of the helmet via a hook and loop system to provide additional comfort to the wearer and maximize compatibility with the SCBA facepiece.

The headband shall have a head size range of 6 3/8 to 8 3/4, adjustable in 1/8" increments.

COMFORT LINER:

Traditional Fire Helmet shall have a removable comfort liner, consisting of a headband cushion and a ratchet pad. Both components made of a foam-core laminate system, comprised of a soft black flame-resistant flannel material against the user's head backed by a soft loop material secured to the headband and ratchet with hook fastener. The comfort liner shall be machine washable.

CHINSTRAP:

The chinstrap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex webbing, which are connected by a high-temperature, durable thermoplastic quick-release buckle on the left side of the helmet, and by a cast zinc postman's slide buckle on the right side of the helmet. The middle section shall be a minimum of 23" in length and the total length of the chinstrap shall be 35" at full extension, end to end.

EAR/NECK PROTECTION:

Traditional Fire Helmet provides ear and neck protection with a 7.25" wide, 19" long

The triple-layer earlap shall consist of a 4.5 oz. / yd., black colored Nomex outer layer, and two flame resistant black flannel inner layers. The earlap shall be secured via two (2) Velcro tabs at either end of the top of the earlap and one continuous length of Velcro along the top edge of the earlap.

The earlap shall be machine washable. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmet suspension.

RETRO-REFLECTIVE TRIM:

Traditional Fire Helmet shall have eight (8) tetrahedron shaped pieces of retro-reflective trim around the exterior crown of the helmet shell for maximum visibility. Reflexite Lime-Yellow trim shall be installed.

VENDOR LIST FOR BID 5574

291178	AIRGAS
294767	BONADVENTURE CO FIREFIGHTING
295285	CENTRAL ALABAMA TRAINING SOLUTIONS
294963	EMERGENCY EQUIPMENT PROFESSIONALS
291663	FELD FIRE EQUIPMENT
63109	FERRARA FIRE APPARATUS INC
64250	FIREHOUSE SALES & SERVICE
70216	GALLS INC
292026	GEORGIA FIRE & RESCUE SUPPLY LLC
287234	MUNICIPAL EMERGENCY SERVICES SOUTHEAST
149290	NORTH AMERICAN FIRE EQUIPMENT CO INC (NAFECO)
277172	OZARK RESCUE SUPPLIERS INC
190490	RITZ SAFETY LLC
198904	SUNBELT FIRE INC
278118	TUSCALOOSA FIRE EQUIPMENT INC

BID 5574STRUCTURAL FIREFIGHTING HELMET

VENDOR	MAKE	MODEL	AMOUNT
MUNICIPAL EMERGENCY SERVICES	PACIFIC HELMETS	F18	\$272.00 EACH
NAFECO	LION	AMERICAN LEGEND LFH9120I	\$274.00 EACH
SUNBELT FIRE	CAIRNS	1044	\$254.00 EACH
GFARS	BULLARD	ULW6R350	\$312.46 EACH

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00012309-00 FY 2021

Acct No:
61206120.44020
Review:
Buyer: 910514396
Status: Approved

Page 2

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/08/21	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk	Comment		
	Forward 06/08/21 JOHN PAINE			
	Approved 07/15/21 DONNA MICHELE STANLEY			
	Approved 07/15/21 DONALD ROSE	Auto approved by: 910514396		
	Approved 07/15/21 SANDRA LEWIS	Auto approved by: 910514396		
	Approved 07/15/21 JAMES NEESE JR	Auto approved by: 910514396		

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012309-00 FY 2021 Acct No: 61206120.44020 Review: Buyer: 910514396 Status: Approved
---	---

Page 1

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

FAIRHOPE, AL 36532

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/08/21	198904				FIRE ADMINISTRATION

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

General Notes

001 AS PER MY BID 5574 AND YOUR QUOTE HELMET FIRE,MSAC-TRD71C2A122100, HELMET, 1044 DEF Vendor Item	83.00	254.00000	21082.00
--	-------	-----------	----------

1 61206120.44020		21082.00	
------------------	--	----------	--

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

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total	21082.00
--------------------------	-----------------

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

Account	Amount	Remaining Budget
61206120.44020	21082.00	528390.04
EMERGENCY MEDICAL SVCS EXP	OPERATING SUPPLIES	



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dennis Aluminum Products for 150 decorative street sign posts and 60 24in post extensions for downtown for Traffic Engineering.

CIP

Amount of Contract:

\$65,580.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210721 Dennis Agenda Package POs	Cover Memo	7/21/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	7/22/2021 - 2:04 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>14572</u>	2021	(2060) TRAFFIC ENGINEERING	150 DECORATIVE STREET SIGN POSTS AND 60 24IN POST EXTENSIONS (SEALED BID 5510)	\$65,580.00	(<u>044605</u>) <u>DENNIS</u> <u>ALUMINUM</u> <u>PRODUCTS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014572-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor DENNIS ALUMINUM PRODUCTS 12654 WOODLAND DR MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG FOLEY, AL 36535 Tel#251-978-8161 Fax 251-949-6608	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/21	044605				TRAFFIC ENGINEERING

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

General Notes

003	AS PER BID 5510 AND YOUR QUOTE POST SIGN, DECORATIVE, ALUMINUM, 3" O.D. X 12' LENGTH, WITH CASTINGS #8397, 8396, & 9539, TO HAVE ALODIZED FINISH POWDER COATED GLOSS BLACK. VENDOR TO PROVIDE DAP 12 DEC PC OR EQUAL. AS PER MY BID 5510 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17177	150.00 EACH	420.00000	63000.00
-----	--	----------------	-----------	----------

1	2000.80.00.0000.0000.0000.0000.44020. E C0556 .OPERSUPPLS.			63000.00
---	---	--	--	----------

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

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

004	POST, SIGN ALUMINUM EXTENSION, 24"	60.00	43.00000	2580.00
-----	------------------------------------	-------	----------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014572-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
--	---	--------

Vendor
DENNIS ALUMINUM PRODUCTS
12654 WOODLAND DR

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

FOLEY, AL 36535

MOBILE, AL 36604
MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-978-8161
Fax 251-949-6608

Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/21	044605				TRAFFIC ENGINEERING

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	WITH 9/16" HOLES. VENDOR TO PROVIDE DEP EXT STD OR EQUAL, WITH ALODIZED FINISH. AS PER MY BID 5510 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17175 2000.80.00.0000.0000.0000.0000.44020. E C0556 .OPERSUPPLS.			2580.00

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 65580.00

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

Account	Amount	Remaining Budget
E C0556 .OPERSUPPLS.	65580.00	118840.00

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

Account	Amount	Remaining Budget
---------	--------	------------------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014572-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	---

Page 3

Vendor
 DENNIS ALUMINUM PRODUCTS
 12654 WOODLAND DR

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604
 MARYBETH.BERGIN@CITYOFMOBILE.ORG

Foley, AL 36535
 Tel#251-978-8161
 Fax 251-949-6608

Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/21	044605				TRAFFIC ENGINEERING

Account 2000.80.00.0000.0000.0000.0000.44020. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget 65580.00 OPERATING SUPPLIES
---	---

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

Activity	Date	Clerk	Comment
Approved	07/21/21	MARYBETH BERGIN	
Approved	07/21/21	JENNIFER WHITE	Auto approved by: 910515265
Approved	07/21/21	TIFFANY HOLLINS	
Approved	07/21/21	RELYA MALLORY	Auto approved by: 910514227
Approved	07/21/21	TAMMY BROADHEAD	
Approved	07/21/21	EMILY NORTON	Auto approved by: 910518693

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5510
POST ALUMINUM

Line	Vendor	BID	POST ALUMINUM DAP12STD	POST ALUMINUM DAP12STDPC	POST ALUMINUM DAP12DEC WITH DECORATIVE BASE/COLLAR/TOP FINIAL	POST ALUMINUM SIGN POSTS	POST ALUMINUM DECORATIVE SIGN POST EXTENSION
1	ALL TRAFFICE SOLUTIONS, INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
2	ALUMINUM PRODUCTS WHOLESAL	NB	\$ -	\$ -	\$ -	\$ -	\$ -
3	AMERICAN ALUMINUM ACCESSORIES	NB	\$ -	\$ -	\$ -	\$ -	\$ -
4	CENTRAL TRAFFIC CONTROL	NB	\$ -	\$ -	\$ -	\$ -	\$ -
5	CHANCELLOR INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
6	CITY ELECTRIC SUPPLY	NB	\$ -	\$ -	\$ -	\$ -	\$ -
7	COASTAL TRAFFIC LLC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
8	CONSOLIDATED ELECTRIC DISTRIBUTORS	NB	\$ -	\$ -	\$ -	\$ -	\$ -
9	DENNIS ALUMINUM PRODUCTS	YES	\$ 181.00	\$ 216.00	\$ 381.00	\$ 420.00	\$ 43.00
10	GRAYBAR ELECTRIC CO INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
11	MATHES OF ALABAMA ELECTRIC SUPPLY CO INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
12	MAYER ELECTRIC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
13	MIRAMAR TRAFFIC AND PARKING	NB	\$ -	\$ -	\$ -	\$ -	\$ -
14	NEWMAN TRAFFIC SIGNS	NB	\$ -	\$ -	\$ -	\$ -	\$ -
15	OUTDOOR ALUMINUM INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
16	PEEK TRAFFIC CORP	NB	\$ -	\$ -	\$ -	\$ -	\$ -
17	QUALITY TRAFFIC SYSTEMS LLC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
18	SIGNAL EQUIPMENT CO SOUTH	NB	\$ -	\$ -	\$ -	\$ -	\$ -
19	SOUTHERN LIGHTING AND TRAFFIC SYSTEMS	NB	\$ -	\$ -	\$ -	\$ -	\$ -
20	SPRING HILL LIGHTING AND SUPPLY INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
21	STUART C IRBY	NB	\$ -	\$ -	\$ -	\$ -	\$ -
22	TRAFFIC GUARD DIRECT INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
23	TRAFFIC PARTS INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
24	TRAFFIC PRODUCTS INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
25	TRAFFIC SOLUTIONS LLE	NB	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF MOBILE
PROCUREMENT DEPARTMENT

January 25, 2021



BID NOTICE

THE CITY OF MOBILE IS ISSUING BID #5510:
POST ALUMINUM

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

SELECT: Bid #5510 – POST ALUMINUM

BID MUST BE RETURNED IN A SEALED ENVELOPE.

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

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: 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:
01/25/2021	5510	Traffic Engineering	To Be Specified

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

11:00 AM, Wednesday, February 10, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1 - 100	POST ALUMINUM Post Aluminum, 12 foot length as per the following & attached drawing: Aluminum sign post noted above shall be to the following specs: • Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness. • Finish shall be alodized, suitable for painting. • Heli-arc welded to the top of post shall be an aluminum casting, acorn shaped for closure. • Two 9/16 inch rod holes shall be drilled 18 inches from the bottom of the post and a 6" X 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation. • Posts shall be alloy 6063-T6, full hard. • Completed poles shall be adequately wrapped to protect finish from damage during shipping and handling. • Complete specifications shall be submitted with bid. • No predrilled holes for signs. Dennis Aluminum #DAP12STD or equal. Make _____ Model _____ Provide Literature & Specifications on product bid.					
Appx 1 – 50	Post Aluminum 12 foot specifications same as Item 1 with the following additions: • Post shall be Powder Coated Gloss prior to delivery to the City of Mobile. Dennis Alumininum #DAP12STDPC or equal Make _____ Model _____ The above 2 items to be awarded All or None.					
			TOTAL			

Page 1 of 3

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The following 3 items to be awarded All or None: Post Aluminum 12' Length as per the following and attached: Decorative Aluminum Sign Posts complete as follows: • Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness. • Finish shall be alodized, suitable for painting. • Included in posts and installed on posts shall be a decorative base #8397. • A decorative collar #8396 and a decorative top finial #9539. • The decorative parts shall be installed on the posts using stainless steel set screws. • All necessary holes shall be drilled and tapped for installation. • Two 9/16 inch holes shall be drilled 18 inches from the bottom of the post and a 6 inch long 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation. • Post shall be alloy 6063-T6, full hard. • Complete poles shall be adequately wrapped to protect finish from damage during shipping and handling. • Complete specifications shall be submitted with bid. • All part numbers are from Dennis Aluminum. • No predrilled holes for signs. Dennis Aluminum #DAP12DEC or equal. Make _____ Model _____ Furnish Literature and Specifications on item bid.					
Appx 1-200	Decorative Aluminum Sign Posts complete with same Specifications as Item 3 with the following additions.					
	• Posts shall be powder coated gloss black before delivery to the City of Mobile. Make _____ Model _____					
Appx 1-200	Decorative Sign Post Extension.					
	• Aluminum pipe Alloy 6063-T6 3 1/2 inch O.D. with 3/16 inch wall thickness Alodized Finish. • 9/16 inch holes drilled for 1/2 inch Aluminum Rod. • 9/16 inch holes to be drilled 8 inches from end of the pipe. 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 3 The following applies to all above items: The City reserves the right to request a sample(s) prior to award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ 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. Pricing to be firm for a (1) one-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 (2) two additional (1) one-year periods.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

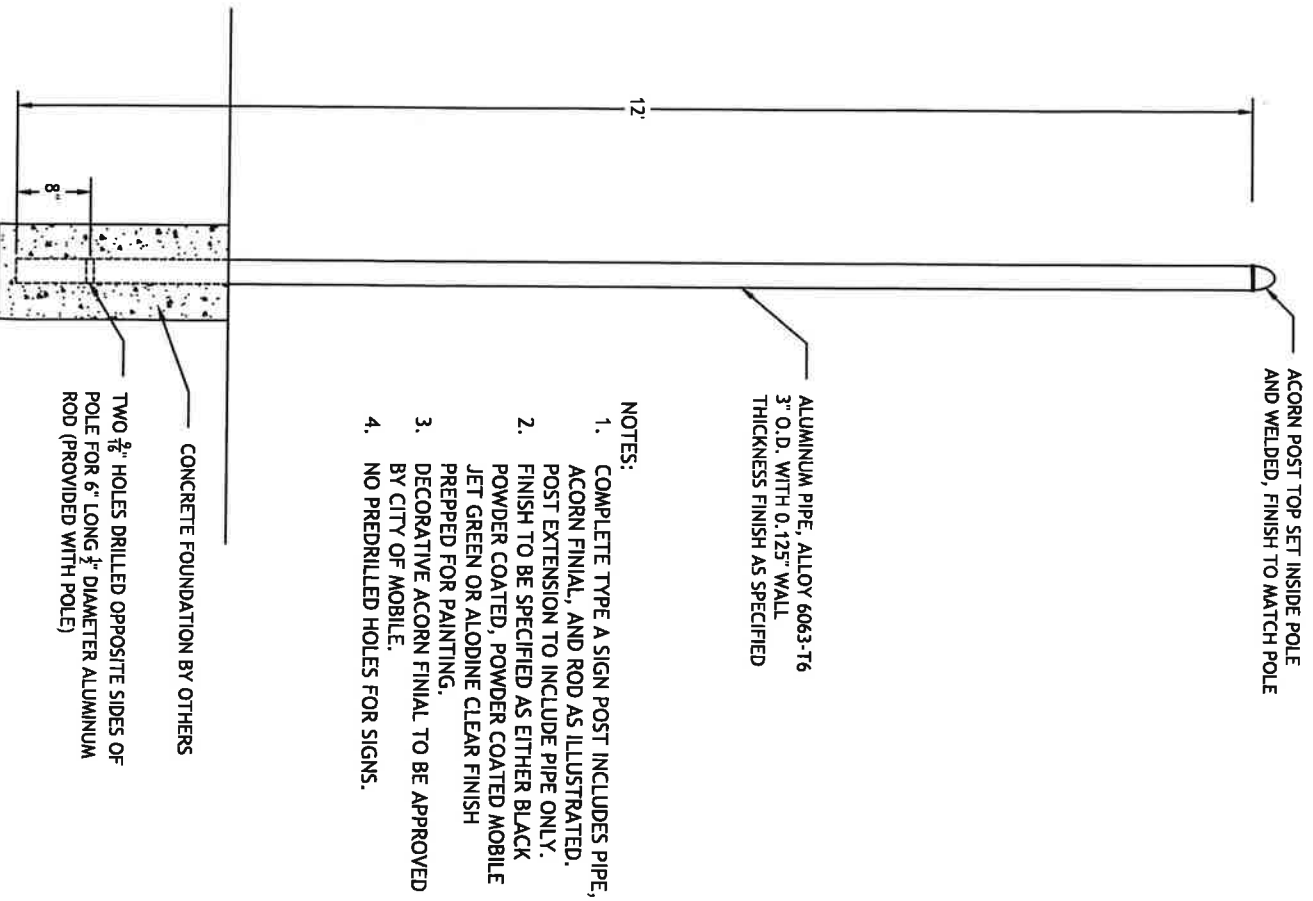
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

TYPE A SIGN POST



NOTES:

1. COMPLETE TYPE A SIGN POST INCLUDES PIPE, ACORN FINIAL, AND ROD AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY.
2. FINISH TO BE SPECIFIED AS EITHER BLACK POWDER COATED, POWDER COATED MOBILE JET GREEN OR ALODINE CLEAR FINISH PREPED FOR PAINTING.
3. DECORATIVE ACORN FINIAL TO BE APPROVED BY CITY OF MOBILE.
4. NO PREDRILLED HOLES FOR SIGNS.

CONCRETE FOUNDATION BY OTHERS

TWO $\frac{3}{8}$ " HOLES DRILLED OPPOSITE SIDES OF POLE FOR 6" LONG $\frac{1}{2}$ " DIAMETER ALUMINUM ROD (PROVIDED WITH POLE)



CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

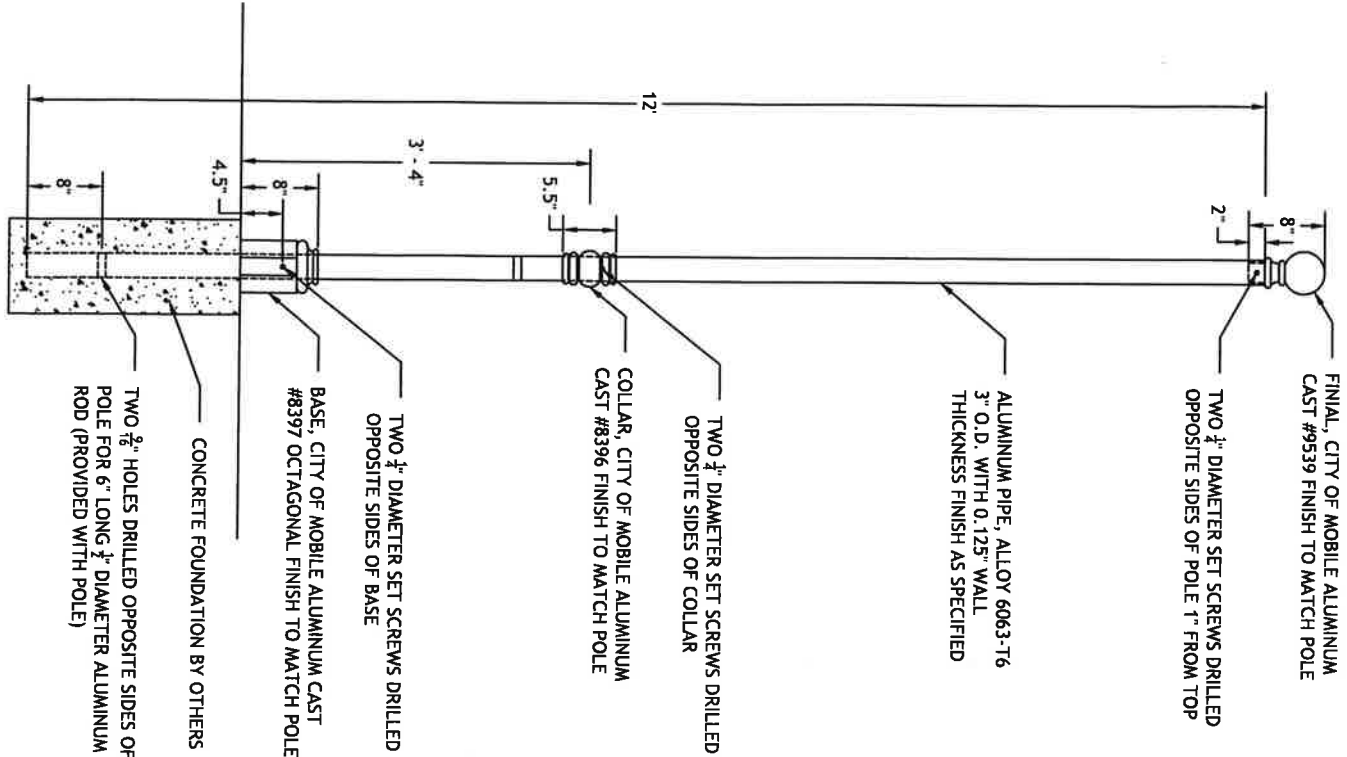
STANDARD SIGN POSTS
TYPE A AND U-CHANNEL

STANDARD DRAWING TE-1

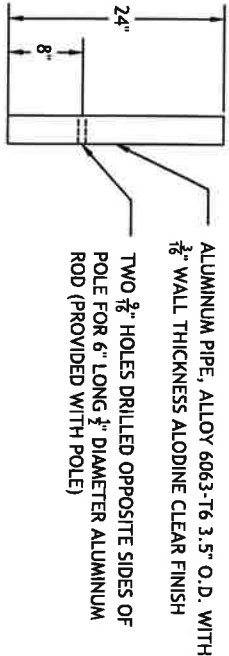
SHEET 1 of 1

1/21/2021

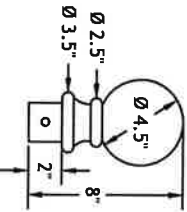
TYPE B DECORATIVE SIGN POST



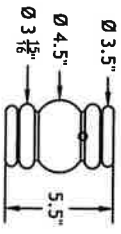
DECORATIVE SIGN POST EXTENSION



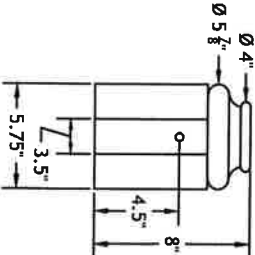
FINIAL



COLLAR



BASE



NOTES:

1. COMPLETE TYPE B SIGN POST INCLUDES PIPE, FINIAL, COLLAR, BASE, ROD AND SET SCREWS AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY. FINISH TO BE SPECIFIED AS EITHER BLACK POWDER COATED, POWDER COATED MOBILE JET GREEN OR ALDINE CLEAR FINISH PREPARED FOR PAINTING.
2. DECORATIVE FINIAL, COLLAR AND BASE TO BE CITY OF MOBILE CASTING. DIMENSIONS PROVIDED ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY.
3. NO PREDRILLED HOLES FOR SIGNS.



CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

DECORATIVE SIGN POSTS
TYPE B



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:8/3/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Imagetrend Inc for annual renewal of Imagetrend Health-Information-Hub patient-information-exchange software for MFRD.

General Fund.

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
20210720 Imagetrend Agenda Package POs	Cover Memo	7/20/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	7/22/2021 - 2:04 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>14468</u>	2021	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF IMAGETREND HEALTH-INFORMATION-HUB PATIENT-INFORMATION-EXCHANGE SOFTWARE (GSA CONTRACT)	\$23,000.00	<u>(295732)</u> <u>IMAGETREND</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014468-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor IMAGETREND, INC. 20855 KENSINGTON BLVD LAKEVILLE, MN 55044 Tel#9524691589 Fax 9529855671	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/21	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER INVOICE #129153 AND GSA-GS-35F 365DA. Health Information Hub 'M Volume Tier Annual Fee; INVOICE 129153 Vendor Item	1.00 EACH	13000.00000	13000.00
-----	--	--------------	-------------	----------

1	6120.70.15.0000.0000.1510.0000.0000.42200.			13000.00
---	--	--	--	----------

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

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	Elite HIH Bi-Directional Option Annual Fee INVOICE 129153 Vendor Item	1.00 EACH	10000.00000	10000.00
-----	---	--------------	-------------	----------

1	6120.70.15.0000.0000.1510.0000.0000.42200.			10000.00
---	--	--	--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014468-00 FY 2021 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 2
--	---	--------

Vendor IMAGETREND, INC. 20855 KENSINGTON BLVD LAKEVILLE, MN 55044 Tel#9524691589 Fax 9529855671	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/21	295732				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total 23000.00

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

Account 6120.70.15.0000.0000.1510.0000.0000.42200.	Amount 23000.00	Remaining Budget 479351.75
EMERGENCY MEDICAL SVCS EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Forward	07/19/21	JOHN PAINE	
Forward	07/19/21	JOHN PAINE	
Approved	07/19/21	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	07/19/21	DONALD ROSE	Auto approved by: 9105fola
Approved	07/19/21	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/19/21	ANNE FOLEY	
Approved	07/19/21	DONNA MICHELE STANLEY	Auto approved by: 9105fola

=====	=====
Bill To	Requisition 00014468-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
IMAGETREND, INC.
20855 KENSINGTON BLVD

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

LAKEVILLE, MN 55044

MOBILE, AL 36607

Tel#9524691589
Fax 9529855671

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/19/21	295732				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/19/21 ANNE FOLEY		Auto approved by: 9105fola	
Approved	07/19/21 JAMES NEESE JR		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature



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

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

**MULTIPLE AWARD SCHEDULE
LARGE CATEGORY F – INFORMATION TECHNOLOGY**

**CONTRACT NUMBER:
GS-35F-365DA**

**PERIOD COVERED BY CONTRACT:
June 16, 2021 through June 15, 2026**

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
<http://www.imagetrend.com/>

Contract Administrator
Sherri Leflay
Email: contracts@imagetrend.com

Price List Current through Modification #**PA-0017**, effective **June 5, 2020**

Business Size: **Small**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION IMAGETREND, INC.

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

<u>SIN 511210:</u>	Software Licenses
<u>SIN 54151:</u>	Software Maintenance Services
<u>SIN 611420:</u>	Information Technology Training
<u>SIN 54151ECOM:</u>	Electronic Commerce and Subscription Services
<u>SIN OLM:</u>	Order Level Materials

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** Please see the .
pricelist below.

1c. **HOURLY RATE (Services Only):** Please see the labor category descriptions below for .
details.

2. **MAXIMUM ORDER*:**

SIN 511210	\$500,000
SIN 54141:	\$500,000
SIN 611420:	\$250,000
SIN 54151ECOM:	\$500,000
SIN OLM:	\$250,000

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

3. **MINIMUM ORDER:** \$100.00

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only

5. **POINT(S) OF PRODUCTION:**

20855 Kensington Blvd
Lakeville, MN 55044

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

7. **QUANTITY DISCOUNT(S):**

1% for orders equal to or exceeding \$150,000;
2% for orders equal to or exceeding \$250,000

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

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS:** None

10a. **TIME OF DELIVERY:** To be negotiated at the task order level

- 10b. **EXPEDITED DELIVERY:** To be negotiated at the task order level
- 10c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level
- 10d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery
11. **FOB POINT:** Destination; 48 contiguous states and Washington, DC, as well as Alaska, Hawaii, and Puerto Rico
- 12a. **ORDERING ADDRESS:**
- ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
- 12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
13. **PAYMENT ADDRESS:**
- ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
14. **WARRANTY PROVISION:** N/A
15. **EXPORT PACKING CHARGES:** N/A
16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable):** N/A
17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 22b. **Section 508 Compliance for EIT:** As Applicable. For more information, please go to <http://www.imagetrend.com/>
23. **DUNS NUMBER:** 078407906
24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

ImageTrend, Inc.
Pricelist Upon Award
GS-35F-365DA

SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
Term Software License									
511210	ImageTrend, Inc.	Rescue_60000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	60,000	69,999	\$85,239.29	Standard commercial Warranty
511210	ImageTrend, Inc.	EMS_100000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	100,000	100,000+	\$113,652.39	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
ImageTrend Elite Rescue Annual Support									
54151	ImageTrend, Inc.	Resc_Sup60000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	60,000	69,999	\$13,638.29	Standard commercial Warranty
ImageTrend Elite EMS Annual Support									
54151	ImageTrend, Inc.	EMS_Sup100000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	100,000	100,000+	\$19,151.64	Standard commercial Warranty
ImageTrend Elite EMS Implementation									
54151	ImageTrend, Inc.	EMS_Imp100000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	100,000	100,000+	\$19,949.62	Standard commercial Warranty
ImageTrend Elite Field Annual Support									
54151	ImageTrend, Inc.	Field_Sup60000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	100,000	100,000+	\$9,092.19	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
ImageTrend Elite Annual Hosting									
54151ECOM	ImageTrend, Inc.	Elite_Host100000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	100,000	100,000+	\$19,889.17	Standard commercial Warranty
ImageTrend Elite EMS Software as a Service									
54151ECOM	ImageTrend, Inc.	EMS_SaaS1	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1	1,249	\$1,894.21	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS1250	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1,250	2,499	\$2,841.31	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS2500	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	2,500	3,999	\$3,788.41	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS4000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	4,000	9,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS10000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	10,000	14,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS15000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	15,000	19,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS20000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	20,000	29,999	\$4,735.52	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	EMS_SaaS30000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	30,000	39,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS40000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	40,000	49,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS50000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	50,000	59,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS60000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	60,000	69,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS70000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	70,000	79,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS80000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	80,000	89,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS90000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	90,000	99,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS100000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	100,000	100,000+	\$4,735.52	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service									
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1	1,249	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1250	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1,250	2,499	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaSs_2500	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	2,500	3,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_4000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	4,000	9,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_10000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	10,000	14,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_15000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	15,000	19,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_20000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	20,000	29,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_30000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	30,000	39,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_40000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	40,000	49,999	\$2.13	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Rescue_SaaS_50000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	50,000	59,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_60000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	60,000	69,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_70000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	70,000	79,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_80000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	80,000	89,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_90000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	90,000	99,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_100000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	100,000	100,000+	\$2.13	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service Implementation									
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1	1,249	\$2,367.76	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1250	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1,250	2,499	\$3,314.86	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp2500	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	2,500	3,999	\$4,261.96	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp4000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	4,000	9,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp10000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	10,000	14,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp15000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	15,000	19,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp20000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	20,000	29,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp30000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	30,000	39,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp40000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	40,000	49,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp50000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	50,000	59,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp60000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	60,000	69,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp70000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	70,000	79,999	\$6,629.72	Standard commercial Warranty

SIN	Manufacturer	Product Name	Product Description	Price Offered to GSA (including IFF)
611420	ImageTrend, Inc.	Onsite Training Sessions	Onsite Training Sessions	\$947.10



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve fuel orders 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
2021 Agenda Package Wave Fuel POs	Cover Memo	7/21/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	7/22/2021 - 2:05 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>14506</u>	2021	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$17,742.50	(279229) PETROLEUM TRADERS CORPORATION
<u>14508</u>	2021	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	\$17,742.50	(279229) PETROLEUM TRADERS CORPORATION
<u>14509</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 00014506-00 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
07/20/21	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 00014506-00 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
07/20/21	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.		
	17742.50	
WAVE TRANSIT SYSTEM EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
CCancelled	07/20/21	JAMES NEESE JR	GL Allocation changed
Approved	07/20/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	07/20/21	DONALD ROSE	Auto approved by: 910514396
Approved	07/20/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	07/20/21	JOHN PAINE	Auto approved by: 910514396

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014506-00 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
07/20/21	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 00014508-00 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
07/20/21	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 00014508-00 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
07/20/21	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	07/20/21	JAMES NEESE JR	GL Allocation changed
Approved	07/20/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	07/20/21	DONALD ROSE	Auto approved by: 910514396
Approved	07/20/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	07/20/21	JOHN PAINE	Auto approved by: 910514396

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014508-00 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

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
07/20/21	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 00014509-00 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
07/20/21	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 00014509-00 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
07/20/21	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	07/20/21	JAMES NEESE JR	GL Allocation changed
Approved	07/20/21	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	07/20/21	DONALD ROSE	Auto approved by: 910514396
Approved	07/20/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	07/20/21	JOHN PAINE	Auto approved by: 910514396

=====	=====
Bill To	Requisition 00014509-00 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
-----	-----	-----	-----	-----	-----
07/20/21	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 Begin Date: 10/01/2017 Expiration Date: 09/30/2021 Solicitation Number: Award Date: Modification Date: 08/06/20	NOT TO EXCEED AMOUNT: Procurement Folder: 368619 Procurement Type: Master Agreement Replaces Award Document: Replaced by Award Document: 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								

COMMODITY / SERVICE INFORMATION

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

COMMODITY / SERVICE INFORMATION

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

COMMODITY / SERVICE INFORMATION

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

COMMODITY / SERVICE INFORMATION

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

COMMODITY / SERVICE INFORMATION

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

COMMODITY / SERVICE INFORMATION

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

COMMODITY / SERVICE INFORMATION

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

180000000002	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 20 of 23
--------------	--------------------------------	---	-------------------------

"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.

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

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:8/3/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sherwin Williams Co for 400 gallons of "Jet Greene" pre-catalyzed urethane paint for downtown pole painting.

CIP

Amount of Contract:

\$19,800.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210722 Sherwin Agenda Package POs	Cover Memo	7/22/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	7/22/2021 - 3:01 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>12869</u>	2021	(3036) PUBLIC BUILDINGS	400 GALS "JET GREENE" PRE-CATALYZED URETHANE PAINT FOR DOWNTOWN POLE PAINTING (SEALED BID 5578)	\$19,800.00	<u>(192350)</u> <u>SHERWIN</u> <u>WILLIAMS CO</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 1
--	--	--------

Vendor
PPG ARCHITECTURAL FINISHES INC
PPG PAINTS
3250-A PLEASANT VALLEY RD

MOBILE, AL 36608

Tel#251-476-3661
Fax 251-479-7210

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
gregg.blaize@cityofmobile.org

Delivery Reference
Chad Barnett

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	1293934	06/22/21			PUBLIC BUILDINGS

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

General Notes

001	AS PER MY BID #5578 & YOUR QUOTE. PAINT PRIMER, BLP RUST KILL #10-10, OR DEVOE RED PRIMER #4 1820-01 OR SHERWIN WILLIAMS KE M KROMIK METAL PRIMER #B50N2 Additional Description Notes	250.00 GALLON	19.95000	4987.50
-----	--	------------------	----------	---------

QUOTING: PPG 4160-7100 TANK & STRUCT. PR.
AS PER MY BID #5578 & YOUR QUOTE.
Vendor Item
Inventory Item/Loc 9474

1	2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.			4987.50
---	---	--	--	---------

Ship To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
Chad Barnett

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 2
--	--	--------

Vendor PPG ARCHITECTURAL FINISHES INC PPG PAINTS 3250-A PLEASANT VALLEY RD MOBILE, AL 36608 Tel#251-476-3661 Fax 251-479-7210	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 gregg.blaize@cityofmobile.org Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	1293934	06/22/21			PUBLIC BUILDINGS

LN Description / Account	Qty	Unit Price	Net Price
002 PAINT AS SPECIFIED:	400.00	49.50000	19800.00
	GALLON		

Additional Description Notes

PAINT AS SPECIFIED: PRO INDUSTRIAL WATER-BASED PRE-CATALYZED URETHANE, JET GREENE.
 QUOTING: SW# B65T1124.
 AS PER MY BID #5578 & YOUR QUOTE.
 Vendor Item
 Inventory Item/Loc 14113

1 2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.	19800.00
---	----------

Ship To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
Chad Barnett

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604

003 PAINT ACCESSORY AS SPECIFIED:	12.00	1.75000	21.00
	EACH		

Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 3
--	--	--------

Vendor
PPG ARCHITECTURAL FINISHES INC
PPG PAINTS
3250-A PLEASANT VALLEY RD

MOBILE, AL 36608

Tel#251-476-3661
Fax 251-479-7210

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
gregg.blaize@cityofmobile.org

Delivery Reference
Chad Barnett

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	293934	06/22/21			PUBLIC BUILDINGS

LN	Description / Account	Qty	Unit Price	Net Price
	PAINT ACCESSORY AS SPECIFIED: 16 INCH MINI ROLLER FRAME. QUOTING: SW# 180-6678. AS PER MY BID #5578 & YOUR QUOTE. Vendor Item Inventory Item/Loc 9490			

1	2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.			21.00
---	---	--	--	-------

Ship To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
Chad Barnett

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604

004 PAINT ACCESSORY AS SPECIFIED:	12.00	0.89000	10.68
	EACH		

Additional Description Notes

PAINT ACCESSORY AS SPECIFIED: 1 GALLON BUCKET SCREEN/GRID, HEAVY DUTY.
QUOTING: PPR00260/EA
AS PER MY BID #5578 & YOUR QUOTE.
Vendor Item
Inventory Item/Loc 9490

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 4
--	--	--------

Vendor PPG ARCHITECTURAL FINISHES INC PPG PAINTS 3250-A PLEASANT VALLEY RD MOBILE, AL 36608 Tel#251-476-3661 Fax 251-479-7210	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 gregg.blaize@cityofmobile.org Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	293934	06/22/21			PUBLIC BUILDINGS

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.			10.68
Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604				
005	PAINT ACCESSORY AS SPECIFIED:	48.00 EACH	0.85000	40.80
Additional Description Notes ----- PAINT ACCESSORY AS SPECIFIED: 3M SANDING SPONGES FOR CONTOUR SURFACES(MEDIUM). QUOTING: SW# 155-2124. AS PER MY BID #5578 & YOUR QUOTE. Vendor Item Inventory Item/Loc 9490				
1	2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.			40.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 5
--	--	--------

Vendor PPG ARCHITECTURAL FINISHES INC PPG PAINTS 3250-A PLEASANT VALLEY RD MOBILE, AL 36608 Tel#251-476-3661 Fax 251-479-7210	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 gregg.blaize@cityofmobile.org Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	1293934	06/22/21			PUBLIC BUILDINGS

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604			
006 PAINT ACCESSORY AS SPECIFIED:	12.00 EACH	1.50000	18.00
Additional Description Notes			
PAINT ACCESSORY AS SPECIFIED: 5 GALLON BUCKET SCREEN/GRID, HEAVY DUTY. AS PER MY BID #5578 & YOUR QUOTE.			
Vendor Item			
Inventory Item/Loc 9490			
1 2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.			18.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 6
--	--	--------

Vendor PPG ARCHITECTURAL FINISHES INC PPG PAINTS 3250-A PLEASANT VALLEY RD MOBILE, AL 36608 Tel#251-476-3661 Fax 251-479-7210	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 gregg.blaize@cityofmobile.org Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	1293934	06/22/21			PUBLIC BUILDINGS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604			
007	PAINT ACCESSORY AS SPECIFIED:	12.00	5.15000	61.80
	EACH Additional Description Notes ----- PAINT ACCESSORY AS SPECIFIED: PAINT ACCESSORY ROLLER FRAME WOOSTER SHERLOCK 9". QUOTING: SW# 6510-37186. AS PER MY BID #5578 & YOUR QUOTE. Vendor Item Inventory Item/Loc 9490			
1	2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.			61.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 7
--	--	--------

Vendor PPG ARCHITECTURAL FINISHES INC PPG PAINTS 3250-A PLEASANT VALLEY RD MOBILE, AL 36608 Tel#251-476-3661 Fax 251-479-7210	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 gregg.blaize@cityofmobile.org Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	1293934	06/22/21			PUBLIC BUILDINGS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604			
008	BRUSH AS SPECIFIED:	6.00 EACH	16.85000	101.10
	Additional Description Notes			
	BRUSH AS SPECIFIED PURDY PRO EXTRA SWAN 3" REF: # 9936-231			
	QUOTING: SW# 591-2522.			
	AS PER MY BID #5578 & YOUR QUOTE.			
	Vendor Item			
	Inventory Item/Loc 7205			
1	2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.			101.10

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 8
--	--	--------

Vendor
PPG ARCHITECTURAL FINISHES INC
PPG PAINTS
3250-A PLEASANT VALLEY RD

MOBILE, AL 36608

Tel#251-476-3661
Fax 251-479-7210

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
gregg.blaize@cityofmobile.org

Delivery Reference
Chad Barnett

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	1293934	06/22/21			PUBLIC BUILDINGS

LN	Description / Account	Qty	Unit Price	Net Price
009	BRUSH AS SPECIFIED: Additional Description Notes ----- BRUSH AS SPECIFIED 3" NYLOX SPRIG PURDY REF:# 9936-091. QUOTING: SW# 422-0471. AS PER MY BID #5578 & YOUR QUOTE. Vendor Item Inventory Item/Loc 7205	6.00 EACH	13.25000	79.50
1	2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.			79.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 9
--	--	--------

Vendor PPG ARCHITECTURAL FINISHES INC PPG PAINTS 3250-A PLEASANT VALLEY RD MOBILE, AL 36608 Tel#251-476-3661 Fax 251-479-7210	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 gregg.blaize@cityofmobile.org Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	1293934	06/22/21			PUBLIC BUILDINGS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604			
010	PAINT ROLLER COVER 1/2" MICROFIBER	24.00	2.25000	54.00
	ROLLER COVER	EACH		
	Vendor Item			
	Inventory Item/Loc 23351			
1	2000.80.00.0000.0000.0000.0000.44020.			
	E C0597 .OPERSUPPLS.			54.00
	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 10
--	--	---------

Vendor PPG ARCHITECTURAL FINISHES INC PPG PAINTS 3250-A PLEASANT VALLEY RD MOBILE, AL 36608 Tel#251-476-3661 Fax 251-479-7210	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 gregg.blaize@cityofmobile.org Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	293934	06/22/21			PUBLIC BUILDINGS

LN	Description / Account	Qty	Unit Price	Net Price
011	PAINT ROLLER COVER 4" X 3/8 NAP MINI COVER ENVIRO ROLLER Additional Description Notes ----- QUOTING: 1/2" NAP. AS PER MY BID #5578 & YOUR QUOTE. Vendor Item Inventory Item/Loc 21216	100.00 EACH	0.59000	59.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0597 .OPERSUPPLS.			59.00
Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604				

[Requisition Link](#)

Requisition Total

25233.38

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 11
--	--	---------

Vendor PPG ARCHITECTURAL FINISHES INC PPG PAINTS 3250-A PLEASANT VALLEY RD MOBILE, AL 36608 Tel#251-476-3661 Fax 251-479-7210	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 gregg.blaize@cityofmobile.org Delivery Reference Chad Barnett Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	1293934	06/22/21			PUBLIC BUILDINGS

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E C0597 .OPERSUPPLS.		25233.38	14766.62
***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	2000.80.00.0000.0000.0000.0000.44020.		25233.38	
	CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES			
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Cancelled	07/21/21	JAMES NEESE JR	GL Allocation, GL Allocation,	
Forward	06/18/21	BRAD CHRISTENSEN	Automatic Forward to 910518225	
Approved	06/18/21	MICHELLE MELTON		
Forward	07/21/21	BRAD CHRISTENSEN	Automatic Forward to 910518225	
Approved	07/21/21	MICHELLE MELTON		
Approved	07/22/21	CINDY KLOTZ		
Approved	06/18/21	TIFFANY HOLLINS	Auto approved by: 91057604	
Approved	06/18/21	MARILYN MCMILLAN	Auto approved by: 91057604	
Approved	06/18/21	RELYA MALLORY		
Approved	06/23/21	TIFFANY HOLLINS		
Approved	06/23/21	MARILYN MCMILLAN	Auto approved by: 910514227	
Approved	06/23/21	RELYA MALLORY	Auto approved by: 910514227	
Approved	07/22/21	TIFFANY HOLLINS		
Approved	07/22/21	RELYA MALLORY	Auto approved by: 910514227	
Rejected	06/22/21	JOHN PAINE	per greg blaize	
Forward	06/24/21	JOHN PAINE		
Approved	07/22/21	DONNA MICHELE STANLEY	Approved by: 9105neej	
Approved	07/22/21	DONALD ROSE	Auto approved by: 910514396	
Approved	07/22/21	SANDRA LEWIS	Auto approved by: 910514396	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012869-00 FY 2021 PO 21013896 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 12
--	--	---------

Vendor
PPG ARCHITECTURAL FINISHES INC
PPG PAINTS
3250-A PLEASANT VALLEY RD

MOBILE, AL 36608

Tel#251-476-3661
Fax 251-479-7210

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
gregg.blaize@cityofmobile.org

Delivery Reference
Chad Barnett

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/21	293934	06/22/21			PUBLIC BUILDINGS

LN Description / Account	Qty	Unit Price	Net Price
Approved 07/22/21 JOHN PAINE			Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

BID #
PAINT
WED

5578

14 JULY 2021

REQ 12869

BLP
MOBILE
PAINT

SHERWIN-
WILLIAMS
PAINT CO.

PP6
PAINTS

1. PAINT
PRIMER
250 GALS

24.50

27.85
SW# B50N2 0006
KEM KROMIK UNIVERSAL RED
OXIDE

19.95
PP6 4160-7100 TANK +
STANCT. PR.

2. PAINT
IND
URETHANE
400 GALS

48.91
RUSTOLEUM METAL MAX
DTM URETHANE

49.50
SW# B6ST1124
*

49.95
PSX1001 ACRYLIC
POLY SILOXANE

3. 16"
ROLLER FRAME
12 EA.

3.50

1.75
SW# 180-6678

2.25
PP6X 0033/EA.

4. 1 GAL
BUCKET
SCREEN
12 EA.

1.05

1.95
SW# 974-9664

.89
PPR 00260/EA.

5. 3M
SHUING
SPONGES
48 EA.

1.81

.85
155-2124
SW# 153-5400

1.29
MMM 00408/EA.

6. 5 GAL
BUCKET
SCREEN
12 EA.

1.50

1.69
SW# 180-1281

2.69
ZPRO0991/EA

7. 9"
ROLLER
FRAME
12 EA.

6.50

5.15
SW# 6510-34186
BESTT LIEBCO MASTER

5.99
WDC 66279/EA.

8. BRUSH
PRAY 3"
SWAN
6 EA.

21.83

16.85
SW# 591-2522

NB

9. BRUSH
PRAY 3"
NY60X
6 EA.

16.18

13.25
SW# 422-0471

NB

10. ROLLER
COVER
1/2"
24 EA.

2.25

3.25
SW# 6503-60225

3.49
ARR 11093/EA

11. ROLLER
COVER 1/4"
3/8 NAP 96 EA.

.65

.83
SW# 6508-58471
SOLD AS 6 PK - \$4.98/PK

.59
PP6X 0045/EA
80 PACK - MUST ORDER 100 EA.

*SEE EVALUATION SHEET

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: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/29/2021	5578	Public Buildings	850 Owens St. Mobile, AL 36604

This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M., Wednesday, July 14, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Paint The City of Mobile is accepting bids on the following paint items listed on the following RFQ. Please state delivered pricing FOB Mobile on RFQ. Please state any substitutions on RFQ. List manufacturer name and model numbers. Please quote units as specified (i.e. pail, gallon). The City of Mobile will not convert units of measure. Include all charges in your pricing. The City of Mobile will not add freight charges, fuel surcharges, hazmat charges, pallet charges, etc. after the fact. 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.					
	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.

Page _____ of _____

137

250 GALS PAINT PRIMER, BLP RUST KILL #10-10, OR DEVOE RED PRIMER #4 1820-01 OR SHERWIN
WILLIAMS KE M KROMIK METAL PRIMER #B50N2. GALLON PRICE_____.

400 GALS PAINT PRO INDUSTRIAL WATER-BASED PRE-CATALYZED URETHANE, JET GREENE.

GALLON PRICE_____.

12 EACH 16 INCH MINI ROLLER FRAME EACH PRICE_____.

12 EACH 1 GALLON BUCKET SCREEN/GRID, HEAVY DUTY EACH PRICE_____.

48 EACH 3M SANDING SPONGES FOR CONTOUR SURFACES(MEDIUM)

EACH PRICE_____.

12 EACH 5 GALLON BUCKET SCREEN/GRID, HEAVY DUTY EACH PRICE_____.

12 EACH PAINT ACCESSORY ROLLER FRAME WOOSTER SHERLOCK 9"

EACH PRICE_____.

6 EACH BRUSH PURDY PRO EXTRA SWAN 3" REF:# 9936-231

EACH PRICE_____.

6 EACH BRUSH 3" NYLOX SPRIG PURDY REF: # 9936-091

EACH PRICE_____.

24 EACH PAINT ROLLER COVER 1/2" MICROFIBER ROLLER COVER

EACH PRICE_____.

96 EACH PAINT ROLLER COVER 4" X 3/8 NAP MINI COVER ENVIRO ROLLER

EACH PRICE_____.



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:8/3/2021

Submitted by:

Captain Reed, MPD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To transfer \$245,000 from the General Fund, Police Operating Account - Regular Pay (Field Operations) (Account 1000.30.15.1530.1532.1530.0000.0000.40010) to the Capital Improvement Fund (Fund 2000) Capital Account E0034-Equipment-Police for the purchase of Microsoft Office Professional Plus software for all MPD desktop computers.

Amount of Contract:

\$245,000.00

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	7/16/2021 - 4:07 PM
Capital Hollins, Tiffany	Approved	7/19/2021 - 11:55 AM
Mayors Office Barber, James	Approved	7/22/2021 - 2:05 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide diagnostic and service/repair work as required on overhead garage doors, counter shutters and electronic gates services at various City of Mobile facilities

Amount of Contract:

\$105,600.00 for 3 year Service Contract

Funding Source

Project # Various City of Mobile Facilities –
Overhead Garage Doors/Counter Shutters/ Electronic Gates Service **Discretionary Funds**

Project String CO587 Facility Maintenance
(20002000-42200)

Contract Number:3342

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	7/16/2021 - 2:03 PM
Capital	Hollins, Tiffany	Approved	7/19/2021 - 11:24 AM
Legal	Kern, Chris	Approved	7/19/2021 - 1:02 PM
Mayors			7/22/2021 - 2:06

Office

Barber, James

Approved

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

John Peavy, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Five year contract for software license and associated hardware and services to provide route management for garbage services.

Amount of Contract:

NTE \$650,000 over five years

Funding Source

Project #

Project String 10042090-42200

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Andrews, Kina	Approved	6/8/2021 - 10:05 AM
Budget	Sapp, Celia	Approved	6/9/2021 - 4:34 PM
Legal	Kern, Chris	Approved	7/19/2021 - 4:28 PM
Legal	Kern, Chris	Approved	7/19/2021 - 4:28 PM
Mayors Office	Barber, James	Approved	7/22/2021 - 2:06 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilperson Manzie

Purpose and Scope of Project:

To provide inspections and preventative maintenance of the DDC Controls at the History Museum of Mobile

Amount of Contract:

\$74,580.00 for 3 year Service Contract

Funding Source

Project # DDC Controls System Inspection &
Preventative Maintenance -- History Museum of
Mobile FM-161-21

Discretionary Funds

Project String 10043035-42150

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	7/19/2021 - 12:26 PM
Budget	Sapp, Celia	Approved	7/20/2021 - 8:32 AM
Legal	Kern, Chris	Approved	7/20/2021 - 12:47 PM
Legal	Kern, Chris	Approved	7/20/2021 - 12:48 PM

Mayors
Office

Barber, James

Approved

7/22/2021 - 2:06
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Joe Snowden, Administrative Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Add two addl one-year contract renewal periods on 2020 contract w/Premium Parking of Alabama LLC for parking management in Mobile Alabama Cruise Terminal. Contract orig had 1yr+2 one-yr renewals. Now will have 1yr+ 4 one-yr renewals, to expire Dec 31,2024.

General Fund.

Amount of Contract:

NTE \$300,000 per year out of revenue collected

Effective Date of Contract:

1/1/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2021 Agenda Package Extension Premium	Cover Memo	7/20/2021

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/22/2021 - 11:04 AM

Legal	Kern, Chris	Approved	7/22/2021 - 11:10 AM
Legal	Kern, Chris	Approved	7/22/2021 - 11:25 AM
Mayors Office	Barber, James	Approved	7/22/2021 - 2:05 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:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to a contract, by and between the City of Mobile and Premium Parking of Alabama LLC, previously approved by Council Resolution 21-075, adopted January 28, 2020, to allow for renewal of the contract for four additional one year periods after the initial one-year term, without further Council action, for parking management services for the City of Mobile Alabama Cruise Terminal, as outlined in the contract addendum attached hereto and made a part hereof as though set forth in full.

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

Adopted:

City Clerk

ADDENDUM TO MANAGEMENT AGREEMENT

THIS ADDENDUM No. 1 to Mobile Alabama Cruise Terminal Parking Management Services Agreement (this "Addendum") is entered into on this ____ day of August, 2021 by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Premium Parking of Alabama, LLC ("Provider" or "Operator")

RECITALS

- A. Provider and the City entered into that certain Mobile Alabama Cruise Terminal Parking Management Services Agreement (the 'Agreement'), approved by Council Resolution 21-075 adopted January 28, 2020.
- B. The Agreement provided in Article 11 that the Agreement would begin on January 1, 2020, and run for one year, automatically renewing for two additional one-year terms through December 31, 2022.
- C. The Covid-19 cancellation of cruise departures beginning in March 2020, and expecting to continue through and until the fall of 2021, has deprived both parties of the anticipated benefits of the Agreement for approximately one-half of the originally agreed-upon time period.
- D. In expectation that cruise departures will resume within the next six months, and the contract obligations and benefits anticipated in the agreement will also resume under the existing terms of the Agreement, it is to the mutual benefit of both parties to amend the Agreement to extend to contract period for two additional years to allow for each party to enjoy the expected benefits of the original Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article 11 of the Agreement is amended to read,
"ARTICLE 11. Termination of Contract: The effective date of this agreement will be January 1, 2020. This contract shall be for a term of one year with automatic renewal for ~~two~~ four additional one-year terms, unless either party notifies the other in writing at least sixty (60) days' prior to the end of the term of the intent not to renew for an additional term. The City or Provider may otherwise terminate the Agreement for any reason upon sixty (60) days' written notice. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement."

IN WITNESS WHEREOF, this Addendum to the Agreement has been duly executed by the parties as of the day and year first above written.

The City of Mobile, Alabama

By: _____
William S. Stimpson
Mayor

Attested: _____
Lisa Lambert
City Clerk

Premium Parking of Alabama, LLC

By: _____
DocuSigned by:
James M. Huger
07209A9957B74C1...

Name James M. Huger
Title CEO

21 075

2020

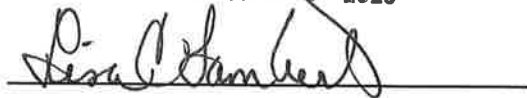
RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Premium Parking of Alabama LLC, in the amount not to exceed \$300,000 per year, for one year, and renewable for two additional one year periods without further Council action, for parking management services for the City of Mobile Alabama Cruise Terminal, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted: JAN 28 2020

A handwritten signature in dark ink, appearing to read "D. C. Hambrick", is written over a horizontal line.

City Clerk

21 . 075

2020

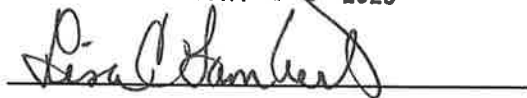
RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Premium Parking of Alabama LLC, in the amount not to exceed \$300,000 per year, for one year, and renewable for two additional one year periods without further Council action, for parking management services for the City of Mobile Alabama Cruise Terminal, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted: JAN 28 2020

A handwritten signature in dark ink, appearing to read "D. C. Hamker", is written over a horizontal line.

City Clerk

City of Mobile



Project: Mobile Alabama Cruise Terminal Parking Management Services

AGREEMENT

THIS AGREEMENT made and entered into this 28th day of Jan., 2020, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City" or "Owner"), a municipal corporation organized under the laws of the State of Alabama, Premium Parking of Alabama, LLC, (hereinafter "Provider" or "Operator"), a Louisiana limited liability company.

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

ARTICLE 1. Scope of the Work. Provider shall provide Parking Management Services for the Mobile Alabama Cruise Terminal, which includes the automobile parking facilities located at the Mobile Alabama Cruise Terminal, City of Mobile, State of Alabama, currently consisting of approximately 500 parking spaces, and the southwest corner of the Mobile Civic Center parking lot, consisting of approximately 300 parking spaces (collectively, the "Station"). The term, service, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, Management Agreement, which is attached to this Agreement and incorporated by reference herein.



The City has the discretion to expand, reduce, relocate, or add additional facilities to the Station subject to the service and compensation requirements in Exhibit A. Should any terms of that Exhibit and the terms of this contract conflict, the terms of this contract will prevail.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider 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.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall



supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

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

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall remit all funds due to the City of Mobile by electronic funds transfer not later than the 15th of every month as provided in Section 4.3(a) of the Management Agreement attached hereto and incorporated herein as Exhibit A.

ARTICLE 11. Termination of Contract: The effective date of this



agreement will be January 1, 2020. This contract shall be for a term of **one year** with automatic renewal for two additional one-year terms, unless either party notifies the other in writing at least sixty (60) days' prior to the end of the term of the intent not to renew for an additional term. The City or Provider may otherwise terminate the Agreement for any reason upon sixty (60) days' written notice. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Procurement Officer
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Provider shall be mailed to:

Premium Parking Service, L.L.C.
James M. Huger, Chief Executive Officer
601 Poydras Street, Suite 1500
New Orleans, Louisiana 70130

With a copy to: John D. Werner
Fishman Haygood, L.L.P.
201 St. Charles Avenue, 46th Floor
New Orleans, Louisiana 70170-4600

ARTICLE 14. Compliance with Alabama 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.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as **Exhibit C**.

ARTICLE 15. Boycotts.

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

ARTICLE 16. Exhibits.

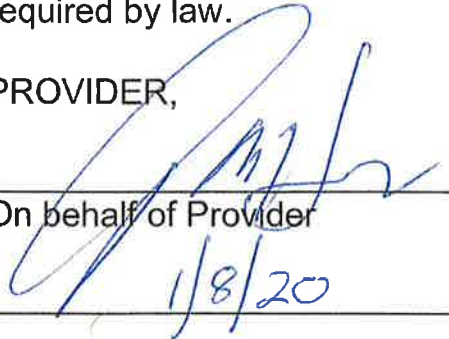
The terms and conditions set forth in the Exhibits attached hereto are hereby incorporated into this Agreement.



ARTICLE 17. Signatures:

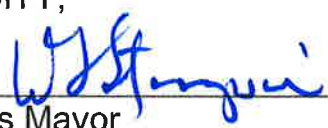
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

 , Its CEO (title)
On behalf of Provider

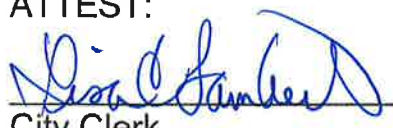
1/8/20 Date

CITY,


Its Mayor

1/31/2020 Date

ATTEST:


City Clerk

1-31-2020 Date

Exhibits: A Management Agreement
B Liability Insurance
C E-Verify Enrollment

Exhibit A
Management Agreement

MANAGEMENT AGREEMENT

ARTICLE I TERM OF AGREEMENT:TERMINATION

1.1 Term. Subject to earlier termination as hereinafter provided, the initial term of this Agreement shall commence on January 1, 2020, and shall end on December 31, 2020 (the "Initial Term").

1.2 Renewal Terms. Subject to earlier termination as hereinafter provided, upon expiration of the Initial Term according to the terms hereof on December 31, 2020, this Agreement shall be automatically renewed and extended for consecutive one year terms (each a "Renewal Term," and together with the Initial Term, the "Term"), not to exceed three total years inclusive of the Initial and Renewal Terms, under these terms and conditions unless specifically indicated for amendment upon renewal herein, unless either party shall notify the other in writing sixty (60) days prior to the end of the then current Term that it desires to terminate this Agreement at the end of the then current Term.

1.3 Termination. The non-defaulting party may terminate this Agreement prior to the expiration of any Term, after the occurrence and continuation past all required notice and cure periods of an event of default by the other party, upon written notice to the defaulting party. An event of default by Operator occurs if Operator fails to perform its obligations hereunder and such failure continues for 30 days after Operator's receipt of written notice from Owner specifying the alleged breach. An event of default by Owner occurs if Owner breaches its obligations under Article III, and such breach continues for 30 days after Owner's receipt of written notice from Operator specifying the alleged breach.

1.4 It is specifically understood that the purpose of this Agreement is to support the provision of regular commercial cruise line service to the Station. If the cruise line operator terminates such service, the Owner reserves the right, upon written notice to Operator, to terminate this Agreement. Notwithstanding and without limiting any other provision or term herein, Owner shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Operator.

ARTICLE II OPERATOR; OPERATION AND MAINTENANCE; EQUIPMENT

2.1 Operator. Subject to the terms and provisions of this Agreement, Owner hereby appoints Operator to Operate an automobile parking facility on the Station, and Operator shall have the authority and obligation to operate the Station. Operator shall conduct and direct payment, collection, tracking, vehicle flow, enforcement, and fiscal management operations of the Station as permitted and required by, and within the limits of, this Agreement. Operator accepts its appointment pursuant to this Agreement. Specifically excluded from the term "Station" are all adjacent areas not included in the public parking facilities

Exhibit A Management Agreement

described above hereto and not under the exclusive control of Operator including, but not limited to, buildings, stairways, elevators, escalators, walkways, hallways, lobbies, sidewalks and offsite improvements. Owner shall provide Operator 60 days' notice of any changes to the Station impacting more than 50 parking spaces, unless an unforeseen emergency makes the Station unavailable for terminal parking, in which case the Owner and Operator agree to negotiate in good faith to adjust operations and compensation accordingly consistent with the service and compensation terms herein.

2.2 Duties of Operator. Operator shall discharge its duties and obligations hereunder in a professional manner and in good faith, and Operate the Station on behalf of Owner in an efficient manner commensurate with the Station's type of patronage and the volume of business of the Station, charging and collecting from the patrons of the Station fees directed by the Owner for the parking of vehicles and the commercial vehicle access, and expending funds for expenses specifically authorized herein. Upon timely and proper request, Operator shall refund all amounts paid for parking. Without limiting the foregoing, Operator, subject to the limitations contained in Section 2.3 below, shall:

(a) Operate and maintain the Station and procure and furnish all services, supplies and labor necessary to carry out Operator's responsibilities under this Agreement. Specifically, Operator will provide:

(1) An Online Prepaid Reservation System and Point of Sale System, that shall include, at a minimum:

- i. Collect all amounts due from passenger vehicles and commercial vehicles utilizing the Station
- ii. Installation, maintenance, and operation of 5 Luke II, pay machines (subject to a mutually agreed upon number of additional machines should the Station be expanded)
- iii. Installation, maintenance, and operation of 1 pay machine shelter (subject to a mutually agreed upon number of additional shelters should the Station be expanded)
- iv. All wireless or cellular connections and fees for Luke II pay machines
- v. Operator shall be solely responsible for and pay, without reimbursement from Owner, all credit card processing fees for credit card parking sales
- vi. Design of intuitive, user friendly signage plan at Station, subject to the prior review and approval of Owner
- vii. Installation and maintenance of said planned signage at Station
- viii. Setup and maintenance of Mobile Alabama Cruise Terminal (MACT) venue responsive website

Exhibit A Management Agreement

- ix. Listing of cruise terminal parking reservations
x. Programming of rates according to rate schedules provide by
Owner
xi. Text payment system
xii. iOS app payment processing
xiii. Android app processing system
xiv. Online monthly account management
xv. 24/7 customer service center support
xvi. Channel partner linking (including shipmobile.com)
xvii. Listing of cruise parking on Mobile Parking Guide website
xviii. Search engine optimization of all websites
xix. Provide enforcement and resolution for unpaid vehicles
xx. Provide reporting on enforcement
xxi. Provide Transaction reporting
xxii. Provide Occupancy reporting
xxiii. Provide Monthly financial statement for Owner
xxiv. Provide Training for Software use
xxv. Provide backup plan to operate station in event of system failure, including collection of all revenue due owner.

(2) A Commercial Vehicle Access Fee Collection Program, that at a minimum shall include:

- i. Online commercial vehicle registration
ii. Development of a user agreement for Owner to execute with commercial vehicle operators accessing the terminal
iii. Production and Distribution of hang tags to users
iv. Logging of vehicles/entry into terminal
v. Posting of fees to user accounts
vi. Charging of fees
vii. Collection of account setup fee
viii. Verification and resolution of disputed charges
ix. Provision of financial reports of commercial vehicle access
program
x. Provision of usage reports
xi. Provision of training for Owner staff on use of system

(3) Parking Management Services that shall at a minimum include:

- i. Monthly executive review of operations
ii. Provision of an Operations manager

Exhibit A

Management Agreement

- iii. Provision of two TWIC-credentialed persons per berth-day to assist with logging of commercial vehicle access, enforcement, and offsite lot staffing
- iv. Provision of one TWIC-credentialed person per post berth-day for enforcement/license plate verification
- v. Provision of additional staffing at the applicable hourly rate as needed and agreed upon by Owner
- vi. Provision of all equipment and supplies needed for enforcement
- vii. Maintenance of all parking equipment to include but not limited to payment kiosks, signs, shelters
- viii. Making of cash deposits and management; stocking and removal of cash from kiosk payment machines

(b) Apply the rates to be charged for parking and commercial vehicle access fees as set by the Owner and make changes in such rates and charges as directed.

(c) Employ such personnel as mutually agreed upon with the Owner to efficiently operate and maintain the Station, maintain records of time spent by employees so that proper charges may be made in accordance with Section 4 hereof and neatly uniform all employees.

(d) Maintain and repair the Station as necessary; provided, however, Operator shall only be required to maintain and repair the Station with respect to such items that are considered as part of an efficient parking operation, including but not limited to attendant booths, signs, and parking payment kiosks, and basic debris removal. Operator shall not be responsible for major maintenance or repairs to the overall parking facility, including surface of the lots, structural repairs or other major repairs. Operator shall note and bring to the attention of Owner any material deficiencies in the Station, including cleanliness, lighting, or structural failure. Repairs and maintenance by Operator are to be undertaken at Operator expense except as specifically authorized in paragraph 4.2 or otherwise specifically agreed upon in advance by the Owner, the Owner's Terminal Manager, or the Owner's Facility Security Officer.

(e) Supervise all employees and contractors of Operator working at the Station whether on a full-time or part-time basis.

(f) Purchase or cause to be purchased necessary equipment or supplies as may be necessary in connection with the proper operation and maintenance of the Station.

(g) Pay and discharge all expenses and costs incurred in operating and maintaining the Station, making charges therefore against the Account (as defined herein), but only for the purposes and to the extent as specifically provided in Section 4.

Exhibit A Management Agreement

(h) Comply with all laws and ordinances pertaining to Operator's operation of the parking station, including obtaining licenses and permits required for the operation of the Station.

(i) Procure and maintain during the Term the minimum insurance required by the basic agreement. In addition, Operator shall maintain the following coverage:

(1) Garagekeeper's Legal Liability Insurance insuring Owner and Operator against claims, liabilities, losses, or suits incurred by reason of or arising out of Operator's negligence or fault and covering exposures for loss of or damage to the vehicle from fire, explosion, theft, collision, riot, civil commotion, malicious mischief or vandalism, with a per occurrence limit of not less than one million dollars (\$1,000,000.00).

(2) Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of Alabama, including a waiver of subrogation rights in favor of Owner.

(3) Client Property coverage with limits of not less than three hundred thousand dollars (\$300,000.00) subject to a deductible of not more than five thousand dollars (\$5,000.00) for each loss.

(4) Employee Theft coverage with limits of not less than three hundred thousand dollars (\$300,000.00) subject to a deductible of not more than five thousand dollars (\$5,000.00) for each loss, except for employee theft of automobiles which is subject to a deductible of \$50,000.00.

(5) All insurance coverages under this shall cover Operator, its officers, agents, and employees, and may be a blanket policy or policies also covering other locations and insureds, contain a waiver of subrogation in favor of Owner and shall require that not less than thirty (30) days written notice shall be given Owner prior to any material changes in coverage or to its cancellation. Owner shall be named as an additional insured on the policies required by Subparagraph (1) of this subsection, but excluding coverage for Claims (as that term is herein defined) for faulty construction or design of the Station. Operator shall obtain and provide Owner with a Certificate of Insurance evidencing the current coverages provided by this subsection, at all times this Agreement is in effect.

2.3 Extraordinary Expenditures. Operator will refer emergency expenditure needs, for which the Operator would expect reimbursement by Owner to the Owner's Terminal Manager or Facility Security Officer for determination as to need and amount, and will be treated as "Other Costs" as discussed in paragraph 4.2.

Exhibit A

Management Agreement

2.4 Equipment. Operator will install and maintain removable revenue control equipment in the Station, and shall install and maintain all revenue kiosks for self-service parking payment purposes. The equipment Operator to provide is detailed in paragraph 2.2.

ARTICLE III DUTIES OF OWNER

3.2 Taxes. Not applicable. Owner does not pay taxes on parking revenues and Operator will not collect or pay taxes on behalf of Owner.

3.3 Owner's Insurance. Owner is self-insured and upon request, can provide Operator with verifications.

3.4 Maintenance and Repair. Owner shall be responsible for all general repairs and maintenance to the Station that are not directly related to the Operator's parking signage, kiosks, booths, or other equipment owned by the Operator.

ARTICLE IV. ACCOUNTING PROVISIONS; COMPENSATION

4.1 Direct Revenue. Operator shall receive and collect all revenue from the operation of the Station, which revenue shall be disbursed in accordance with Section 4.2. "Direct Revenue" includes all amounts that are collected or should have been collected in the Online Prepaid Reservation System, Point of Sale System or Commercial Vehicle Access System or otherwise under this Agreement.

4.2 Direct Costs. Operator shall deposit into its operating account (the "Account") all Direct Revenue and all sums received by the Operator arising from all amounts that are collected under this Agreement without any deductions whatsoever (the "Gross Revenues"). Subject to the limitations in this Agreement, Operator shall deduct from the Account all fixed operating fees (also referred to as management fees to include 1st year projected capital expenses), parker fees, equipment lease fees, enforcement fees, commercial vehicle account setup fees, commercial vehicle access fees, and any additional hourly labor agreed to in advance (collectively, the "Direct Costs"). The rates for these costs are set in paragraph 4.5. Operator may also deduct from the Account other expenses ("Other Costs") if they are specifically agreed upon in writing. Direct Costs do not include bank or credit card processing fees, which shall be the responsibility of Operator.

4.3 Reports.

(a) Monthly Reports. Operator shall keep detailed accounts of its transactions for its operation of the Station, and Operator shall pay to

Exhibit A Management Agreement

Owner, by electronic funds transfer to Owner pursuant to written instructions provided by Owner to Operator on or before the 15th day of each month, the Net Revenue for the calendar month preceding such month, and Operator shall also e-mail to Owner a statement for such prior month showing vehicle counts, Gross Revenues, Direct Costs, and the calculation of Net Revenue.

(b) Inspection. Owner, or any agent designated by it, shall have the right to inspect all records maintained by Operator pertaining to the management and operation of the Station during regular office hours and upon reasonable notice at the Station in Mobile, Alabama.

4.4 Account Deficit. If at any time during the Term, the Direct Costs charged to the Account exceed the Gross Revenues deposited in the Account, Owner shall, immediately upon receipt of a statement detailing such costs and revenues, pay to Operator an amount equal to such deficit. In the event that Owner is delinquent in the payment of any sums due Operator pursuant to this Agreement for a period of ten (10) days or more, Operator may thereafter retain all Gross Revenue derived from the operation of the Station as a credit against sums due Operator until all monies due Operator hereunder are paid to Operator. Following the expiration of this Agreement, any costs, charges and expenses incurred by Operator in the operation of the Station under this Agreement which have not previously been reimbursed to or deducted by Operator under the provisions of this Agreement shall be reimbursed to Operator by Owner within ten (10) days of receipt of a statement evidencing any such costs, charges and expenses.

4.5 Compensation of Operator – Online prepaid reservation/point of sale. As compensation for the above mentioned online prepaid reservation and point of sale systems, the Owner will compensate the Operator according to the following fee structure. Operator shall deduct such charge from the Account as a Direct Cost in accordance with Section 4.2 hereof of the first day of each month during the Term.:

(a) Fixed Operating Fee (Initial term): \$3,500/month. This fee shall increase to \$4,500.00/month for the second and third term if the parking rates are increased from the current amounts charged. Should Owner require scheduled services beyond 8 berth-days per month, Owner shall pay an additional Operating Fee of \$500/month per berth day.

(b) Equipment lease fee for Operator provided equipment, or its equivalent, as specified in Section 2.2: \$1,600/month. Should Owner require additional pay machines due to an expansion of the Station, Owner shall pay an additional lease fee of \$300/month per additional pay machine and \$400/month per pay shelter.

Exhibit A
Management Agreement

(c) Parker Fees: Processing fee \$5.00/transaction, other than transactions paid in cash, which shall not be subject to a processing fee.

(d) Enforcement fees: \$50/ticketed vehicle.

(e) Additional hourly rate of \$15.25/hour for labor beyond base requirements of Section 2.2.

4.6 Compensation of Operator – Commercial vehicle access. As compensation for the above mentioned commercial vehicle access systems, the Owner will compensate the Operator according to the following fee structure. Operator shall deduct such charge from the Account as a Direct Cost in accordance with Section 4.2 hereof of the first day of each month during the Term:

(a) Fixed operating fee: \$500/month.

(b) Commercial vehicle access transaction fee: \$2.00 per transaction.

(c) Setup fee: \$50 per vehicle.

(d) Additional hourly rate of \$15.25/hour for labor beyond base requirements of Section 2.2.

ARTICLE V MISCELLANEOUS

5.1 No Partnership. This Agreement shall in no way be considered to create a partnership or joint venture between the parties hereto or other relationship of any kind other than that of Operator being an independent contract furnishing and supplying services to Owner.

5.2 Notices. All notices hereunder must be in writing and will be deemed to have been given upon delivery by (a) personal delivery to the designated address, (b) certified or registered mail, postage prepaid, return receipt requested, or (c) a nationally recognized overnight courier service (against a receipt therefor). All such notices must be addressed as follows or to such other address as to which any party hereto may have notified the other in writing:

5.3 Successors and Assigns. Not applicable.

5.4 Standard of Care. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to anyone not a party, except as otherwise expressly provided herein.

5.6 Amendment. This Agreement is not subject to modification except in writing and contains the entire Agreement of the parties with respect to the matters covered by this Agreement and no other agreement, statement, or promise made by any party to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

Exhibit A

Management Agreement

5.7 Governing Law. This Agreement shall be construed in accordance with laws of the State of Alabama.

5.9 Force Majeure. In the event a major casualty, condemnation, hurricane, Act of God or other event of force majeure that prevents Operator from conducting parking at the Station then neither party shall be required to pay any amounts or render any services to the other party until such event has terminated or been resolved (provided, however, that Owner shall retain its tax obligations under Section 3.2 and Operator shall maintain the insurance coverages required by Section 2.2(i)).

5.10 Intellectual Property. "Intellectual Property" means, all of worldwide proprietary rights in each and all of the following, whether or not patentable: ideas, inventions, concepts, developments, designs, applets, or other computer programs, applications, firmware or software, creations, other works of authorship, technology, prototypes, methods (whether technological, business or otherwise), processes, marks, symbols, slogans, emblems, business plans and strategies or other proprietary things or information. All Intellectual Property of Operator as of the date of this Agreement and all Intellectual Property owned, created or discovered by Operator during the Term shall remain the sole and exclusive property of Operator. No Intellectual Property owned, created or discovered by Operator during the Term shall be deemed a "work made for hire". Owner shall not have a license or any other rights to the Intellectual Property of Operator.

5.11 Security. Operator's employees working on the Station shall possess a current Transportation Worker Identification Credential (TWIC), and shall carry such credential at all times while on the Station. Operator shall at all times comply with the Station Facility Security Plan and the direction of the Station Facility Security Officer with regard to facility security while operating the Station. Owner acknowledges that Operator's obligations hereunder do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons within or about the Station.

5.15 Non-Compete; Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement, Owner shall not hire, or attempt to hire, personnel of the Operator at the Station without the prior written consent of the Operator.

5.16 Subcontractors. Operator may, with the written consent of Owner, provide the services contemplated by this Agreement through itself and/or one or more of its affiliates and/or third-party subcontractors.

5.17 Unamortized Costs. Notwithstanding anything to the contrary in the Agreement, in the event the Agreement is terminated for any reason prior to December 31, 2020, in addition to any and all remedies that either party is

Exhibit A
Management Agreement

entitled to under the Agreement, Operator may, upon proof of loss, claim unamortized costs for installation of fixtures and equipment for the Station, which shall not exceed \$1,208 per each month for each month commencing on the first month following the date of termination and ending no later than December 31, 2020.

INSURANCE
SEE ATTACHED



PREMPARK01

JILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2020

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 Eustis Insurance, Inc. 110 Veterans Memorial Boulevard Suite 200 Metairie, LA 70005	CONTACT NAME: Jill Smith	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 7006	E-MAIL ADDRESS: jsmith@eustis.com	
INSURED Premium Parking Service, LLC 601 Poydras Street, Suite 1500 New Orleans, LA 70130	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Axis Insurance Company		37273
	INSURER B: Continental Casualty Company		20443
	INSURER C: Wesco Insurance Company		25011
	INSURER D: Great American Insurance Co.		16691
	INSURER E:		
INSURER F:			

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 ☒ GL DED - \$50K PER OCC ☒ CERT TRIA INCL. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			AXSP-00261-02	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben Liab. \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ AUTO EXT ENDT ☒ TERRORISM EXCL.			AXSA-00261-02	06/01/2019	06/01/2020	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			6078628485	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 TERRORISM INCL. \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WWC3419962	06/01/2019	06/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garagekeepers Legal			AXSA-00261-02	06/01/2019	06/01/2020	DED \$50K COMBINED 1,000,000
D	EMP DISH/CLIENT PROP			SAA E349713 01 00	06/01/2019	06/01/2020	DED: \$10,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EXCLUDED OFFICERS: James M. Huger

NAMED INSURED:

Premium Parking Service, LLC; JMH Realty, LLC; Muskeget, LLC; Breakwater Investments, LLC; Orcutt, LLC; ACJW, LLC; Premium Parking of Central Texas, LLC; James M. Huger (an individual but only w/ respects to 333 O'Keefe, Excluded under Crime Policy; Premium Parking of Alabama, LLC; Premium Parking of San Diego, LLC; Premium Parking of South Texas, LLC; Premium Parking of Memphis, LLC; Pinnacle Property Management, LLC
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Mobile
205 Government Street
Mobile, AL 36644

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



ADDITIONAL REMARKS SCHEDULE

AGENCY Eustis Insurance, Inc.		NAMED INSURED Premium Parking Service, LLC 601 Poydras Street, Suite 1500 New Orleans, LA 70130	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:

RE: (P2603) Mobile Alabama Cruise terminal located @ 201 S. Water Street, Mobile Alabama 36602 consisting of 502 self-park spaces and
(MCC) Mobile Civic Center @ 401 Civic Center Drive, Mobile Alabama 36602 consisting of 50 spaces & off-site parking for P2603
Managed by Premium Parking, LLC

If outlined in and/or required by a written contract the following coverages are afforded subject to the policy terms, definitions, conditions & exclusions:

GENERAL LIABILITY:

CG 2010 (10/01)-BLANKET ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG2037 (10/01)-BLANKET ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS B
CG 24 04 05 09-WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
KDXCP-0015 (01-17) ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY
KDXCP-0016 (01-17) EARLY NOTICE OF CANCELLATION ENDORSEMENT

AUTOMOBILE:

KDCXA-0003 (01/17) COMM'L AUTO COVERAGE EXTENSION ENDORSEMENT AFFORDS:
-Broadened Definition of Who Is An Insured; Blanket Waiver of Transfer of Rights of Recovery
IL1203 (04/06) -ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY
KDCXA-0004 (01-17) EARLY NOTICE OF CANCELLATION ENDORSEMENT

EXCESS LIABILITY:

CNA75504XX (03/15) Paramount Excess and Umbrella Liability Policy-Cov A-Excess Liability Follows Form Affords:
(IV) Who is an Insured; (VI-Q) Other Insurance (PNC); (VI-W) Waiver if Rights of Recovery

WORKERS COMPENSATION:

WC000313 (04/84) WAIVER OF TRANSFER OF RIGHTS OF RECOVER FROM OTHERS
WC040306 (04/84)WAIVER OF TRANSFER OF RIGHTS OF RECOVER FROM OTHERS-CALIFORNIA



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 Katrena Waites

Amount of Contract:

n/a

Effective Date of Contract:

8/3/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Katrena Waites

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	7/16/2021 - 4:05 PM
Legal	Kern, Chris	Approved	7/19/2021 - 11:13 AM
Mayors Office	Barber, James	Approved	7/22/2021 - 2:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 Paula Greene

Amount of Contract:

n/a

Effective Date of Contract:

8/3/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Paula Greene

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	7/16/2021 - 4:14 PM
Legal	Kern, Chris	Approved	7/19/2021 - 11:13 AM
Mayors Office	Barber, James	Approved	7/22/2021 - 2:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 Terrell Bush

Amount of Contract:

n/a

Effective Date of Contract:

8/3/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Terrell Bush

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	7/16/2021 - 4:18 PM
Legal	Kern, Chris	Approved	7/19/2021 - 11:13 AM
Mayors Office	Barber, James	Approved	7/22/2021 - 2:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 University of South Alabama Hospital

Amount of Contract:

n/a

Effective Date of Contract:

8/3/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - University of South Alabama Hospital

Discretionary Funds n/a

Project String 10049050-49160

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	7/16/2021 - 3:51 PM
Legal	Kern, Chris	Approved	7/19/2021 - 11:13 AM
Mayors			7/22/2021 - 2:07

Office

Barber, James

Approved

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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

7/20/2021 -
11:20 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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

7/27/2021 -
10:29 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/29/2021 -
12:13 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmembers Daves and Rich

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 Gauthier, Lana

Approved

7/29/2021 -
12:16 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 -
12:16 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

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

Purpose and Scope of Project:

Assess cost for removal of weeds Repeat Weed Lien Group 47

Effective Date of Contract:

8/3/2021

Funding Source

Project # Repeat Weed Lien Group 47

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	7/29/2021 - 10:40 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 -
12:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

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	8/2/2021 - 8:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers Levon C. Manzie, Fredrick D. Richardson, CJ Small, John C. Williams, Joel Daves, Bess Rich and Gina Gregory

Purpose and Scope of Project:

To accept a contract with Geotechnical Engineering Testing, Inc., to perform for the CITY all necessary geotechnical engineer services and to test materials to be used in design and construction of the PROJECT. This is a necessary minimum essential function of the Council - Public Works (Infrastructure/Geotechnical/other related services.)

Amount of Contract:

\$165,000.00

Funding Source

Project # RSF21

Project String 20002000-48030

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

Grant Funds

Discretionary Funds

Contract Number:3359

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	7/27/2021 - 3:33 PM
Capital	Hollins, Tiffany	Approved	7/28/2021 - 10:37 AM
Legal	Kern, Chris	Approved	7/28/2021 - 12:16 PM

Mayors
Office

Barber, James

Approved

7/29/2021 - 2:57
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers Fredrick D. Richardson Jr., Levon C. Manzie, C.J. Small, John C. Williams, Joel Daves, Bess Rich and Gina Gregory

Purpose and Scope of Project:

To accept a contract with H.O. Weaver, 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:

\$8,959,294.73

Funding Source

Project # RSF21

Project String 20002000-48010

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

Grant Funds

Discretionary Funds

Contract Number:3360

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Rejected	7/27/2021 - 4:33 PM
Engineering Williams, LaShey	Approved	7/27/2021 - 4:23 PM
Engineering Amberger, Nick	Approved	7/28/2021 - 9:29 AM

Capital	Hollins, Tiffany	Approved	7/28/2021 - 11:06 AM
Legal	Kern, Chris	Approved	7/28/2021 - 12:42 PM
Mayors Office	Barber, James	Approved	7/29/2021 - 2:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Dilligaf Eneterprises DBA Jason Pilger Chrysler Dodge for one 2021 Jeep Grand Cherokee Laredo SUV for MPD.

Drug Enforcement Fund.

Amount of Contract:

\$31,541.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210723 Pilger Agenda Package POs	Cover Memo	7/23/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	7/29/2021 - 2:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>8334</u>	2021	(1530) POLICE ADMIN SERVICES	2021 JEEP GRAND CHEROKEE LAREDO SUV (SEALED BID 5538)	\$31,541.00	(297150) <u>DILLIGAF</u> <u>ENTERPRISES</u> <u>LLC DBA JASON</u> <u>PILGER</u> <u>CHRYSLER</u> <u>DODGE</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008207-00 FY 2021 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 1
--	--	--------

Vendor DILLIGAF ENTERPRISES LLC BOX 1035 3200 N COLLEGE AVENUE JACKSON, AL 36545 Tel#251-589-1775	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
03/19/21	297150				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS: Additional Description Notes	1.00 EACH	31541.00000	31541.00

Current year model or newer four-door sport utility vehicle with equipment options as per the following MINIMUM specifications unless otherwise noted.

The specs listed below are based on a 2021 Jeep Grand Cherokee - Laredo X with "Altitude Appearance Package".

Colors: Any available color in the "Laredo" Package style except for "Velvet Red" or "Bright White"

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

ENGINE - Minimum: 3.6 Liter V6.
 TRANSMISSION - 8-Speed automatic transmission only.
 DRIVETRAIN - 2 or 4 wheel drive
 BRAKES - Four wheel disc antilock braking system.
 STEERING - Electric power steering
 WHEELS - 20" x 8" Gloss Black Aluminum wheels (or larger), no hubcaps.
 TIRES - Sized to match above wheels.
 SPARE TIRE - Full size spare tire.
 AIR CONDITIONING - Factory air conditioning with air filter and second-row vents
 MIRRORS - Auto dimming rear view mirror, Body-Color Heated exterior mirrors.
 LIGHTING - Automatic High-Beam Headlamp Control, Bi-Xenon HID headlamps, LED fog lamps, LED tail lamps.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008207-00 FY 2021 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 2
--	--	--------

Vendor
DILLIGAF ENTERPRISES LLC
BOX 1035
3200 N COLLEGE AVENUE

JACKSON, AL 36545

Tel#251-589-1775

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
03/19/21	297150				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	KEYS / LOCKS - Remote Proximity Keyless entry, push-button start.			
	TINTED WINDOWS - Darkest available factory tint on all windows			
	WINDOWS - 1-touch up/down power windows w/ illuminated driver and passenger controls.			
	DOOR LOCKS - Power door locks w/ illuminated driver and passenger controls.			
	RADIO / MULTIMEDIA - 8.4 inch display, Apple CarPlay and Android Auto compatible, integrated voice command with Bluetooth, steering wheel mounted audio controls.			
	SEATS - Dark colored leather seats with suede insert, 4-way power adjustable lumbar driver seat, heated front seats, 60 / 40 split rear folding seat.			
	FLOOR COVERING - Factory floor covering w/ floor mats.			
	SECURITY - Security alarm, rear back-up camera with projected path, remote-start system.			
	Vendor Item			
	Inventory Item/Loc 724			

1	4035.30.15.0000.0000.1530.0000.0000.47120.	
	E G-DRUG-FED.VEHICLEEXP.	31541.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

[Requisition Link](#)

Requisition Total

31541.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008207-00 FY 2021 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released
--	--

Page 3

Vendor
 DILLIGAF ENTERPRISES LLC
 BOX 1035
 3200 N COLLEGE AVENUE

 JACKSON, AL 36545

 Tel#251-589-1775

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
03/19/21	297150				POLICE ADMIN SERVICES

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

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

Account	Amount	Remaining Budget
E G-DRUG-FED.VEHICLEEXP.	31541.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	31541.00	

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Cancelled	07/23/21	DONALD ROSE	GL Allocation changed
Approved	03/19/21	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	03/19/21	RANDY THREADGILL	
Forward	03/22/21	HEATHER KIHYET	Automatic Forward to 9105paij
Forward	03/22/21	JOHN PAINE	
Queued	07/23/21	TAYLOR HARRIS	
Queued	07/23/21	NANCY NGUYEN	
Queued	07/23/21	RANDY THREADGILL	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5538
ADMINISTRATIVE VEHICLES

	AUTONATION FORD	KIG VEHICLE CONCEPTS	ENCORE CHRYSLER	UJ CHEVROLET	JASON PILGER CHRYSLER
VEHICLE 1		\$45,748.00	\$42,902.50	\$39,005.00	
VEHICLE 2		\$37,959.00	\$28,418.50	\$36,180.00	
VEHICLE 3		\$47,484.00			
VEHICLE 4		\$47,056.00	\$42,902.50		
VEHICLE 5		\$35,361.00	\$33,012.50		
VEHICLE 6		\$40,365.00	\$48,180.50		\$32,494.00
VEHICLE 7	\$35,744.00	\$61,888.00	\$42,902.50		
VEHICLE 8		\$42,392.00	\$38,366.50		\$31,541.00
VEHICLE 9		\$45,749.00	\$42,902.50	\$39,005.00	

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: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/30/2021	5538	Motor Pool	TO BE SPECIFIED

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

11:00 AM, Friday, April 16, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	ADMINISTRATIVE VEHICLES					
Appx. 2-4	<u>VEHICLE 1</u> Pickup Truck, 4 x 2, ½ Ton Crew Cab, 6 foot bed as per the following and attached specifications: 2021 or newer Chevrolet Silverado LT 4 x 2 Crew Cab, 6 foot bed or equal Year: _____ Make: _____ Model: _____ On lot? YES _____ NO _____ Provide literature and specifications on vehicle bid.					
Appx. 1-2	<u>VEHICLE 2</u> Sport Utility Vehicle, front wheel drive as per the following and attached specifications: 2021 or newer Cheverolet Blazer 2LT or equal Year: _____ Make: _____ Model: _____ On lot? YES _____ NO _____ Provide literature and specifications on vehicle bid.					
Appx. 1-2	<u>VEHICLE 3</u> Sport Utility Vehicle, front wheel drive as per the following and attached specifications: 2021 or newer Nissan Pathfinder or equal Year: _____ Make: _____ Model: _____ On lot? YES _____ NO _____ Provide literature and specifications on vehicle bid.					
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					
Appx. 1-2	<u>VEHICLE 4</u> Pickup Truck, mid-sized Crew Cab, 4 x 2, rear wheel drive as per the following and attached specifications: 2021 or newer Nissan Titan Crew Cab SV 4 x 2 or equal Year: _____ Make: _____ Model: _____ On lot? YES _____ NO _____ Provide literature and specifications on vehicle bid.					
Appx. 1-2	<u>VEHICLE 5</u> Sedan, 4 door, front wheel drive as per the following and attached specifications: 2021 or newer Toyota Camry TRD V6 or equal Year: _____ Make: _____ Model: _____ On lot? YES _____ NO _____ Provide literature and specifications on vehicle bid.					
Appx. 1-2	<u>VEHICLE 6</u> Sedan, 4 door, rear wheel drive as per the following and attached specifications: 2021 or newer Dodge Chart R/T sedan or equal Year: _____ Make: _____ Model: _____ On lot? YES _____ NO _____ Provide literature and specifications on vehicle bid.					
Appx. 1-2	<u>VEHICLE 7</u> Pickup Truck, ½ Ton Crew Cab, 4 x 2, 5.5 foot bed as per the following and attached specifications: 2021 or newer Ford F150 Crew Cab XLT, 4 x 2, 5.5 foot bed or equal Year: _____ Make: _____ Model: _____ On lot? YES _____ NO _____ Provide literature and specifications on vehicle bid.					
Appx. 1-2	<u>VEHICLE 8</u> Sport Utility Vehicle as per the following and attached specifications: 2021 or newer Jeep Grand Cherokee Laredo "X", 4 x 2, with attitude appearance package or equal Year: _____ Make: _____ Model: _____ On lot? YES _____ NO _____ Provide literature and specifications on vehicle bid.					
			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
Appx. 1-2	Page 3 of 4 <u>VEHICLE 9</u> Pickup Truck, ½ Ton Crew Cab, 4 x 2, 6 foot bed as per the following and attached specifications: 2021 or newer Chevrolet Silverado LT Crew Cab, 4 x 2, 6 foot bed or equal Year: _____ Make: _____ Model: _____ On lot? YES _____ NO _____ Provide literature and specifications on vehicle bid. Upon award, the City will purchase a minimum of one (1) of each of the above vehicle types. These vehicles may either be already on the lot or can be ordered. The City reserves the right to inspect any vehicles already on the ground prior to deciding to purchase. The above are being purchased for various administrative or travel vehicle needs. A vendor may bid more than one vehicle in each category. Be sure to list the vehicles on the attached separate vehicle page. The City understands that on-lot vehicles may be sold before we could schedule an inspection. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. 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.

VEHICLE 1

Year _____ Make _____ Model _____ Price _____

On lot? YES _____ NO _____

VEHICLE 2

Year _____ Make _____ Model _____ Price _____

On lot? YES _____ NO _____

VEHICLE 3

Year _____ Make _____ Model _____ Price _____

On lot? YES _____ NO _____

VEHICLE 4

Year _____ Make _____ Model _____ Price _____

On lot? YES _____ NO _____

VEHICLE 5

Year _____ Make _____ Model _____ Price _____

On lot? YES _____ NO _____

VEHICLE 6

Year _____ Make _____ Model _____ Price _____

On lot? YES _____ NO _____

VEHICLE 7

Year _____ Make _____ Model _____ Price _____

On lot? YES _____ NO _____

VEHICLE 8

Year _____ Make _____ Model _____ Price _____

On lot? YES _____ NO _____

VEHICLE 9

Year _____ Make _____ Model _____ Price _____

On lot? YES _____ NO _____

Vehicle 1

Bid Specifications for New Automobiles 2021 Chevrolet Silverado LT Crew Cab

Current year model or newer crew cab pick-up truck with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

Colors: Any color except Red Hot, Silver Ice Metallic and Summit White

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE- 5.3L V8

DRIVELINE 2 wheel Rear wheel drive 4X2

TRANSMISSION- Rear wheel drive, automatic transmission only

BRAKES- The braking system will be four wheel disc anti-locking disc-type.

STEERING- Leather wrapped surface with mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 20-Inch x 9-Inch TIRES- 20 inch, performance

SPARE TIRE- 20X9 Standard production

TOOLS- One wheel wrench and one jack per vehicle.

BED LENGTH 6 foot

AIR CONDITIONING- Factory air conditioning dual zone automatic

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Power multi-function exterior mirrors.

LIGHTING- Headlamps, LED Tail Lamps, Fog Lamps, Center High Mount Stop Lamp.

KEYS- Keyless Entry, Remote Proximity Keyless Entry. Must have push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one touch down feature

POWER DOOR LOCKS- All four door locks will be operated from the driver's and passenger positions.

TOUCH SCREEN RADIO- Chevrolet Infotainment 3 system 8" color screen

SEATS- 40/20/40 split bench front seat with under-seat storage and 60/40 split-folding rear seat

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera

VEHICLE 2
Bid Specifications for New Automobiles
2021 Chevrolet Blazer 2LT

Current year model or newer four door SUV with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

Colors: Any color except Red Hot, Silver Ice Metallic and Summit White

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE- 3.6L V6

TRANSMISSION- Front wheel drive, automatic transmission only

BRAKES- The braking system will be four wheel disc anti-locking disc-type.

STEERING- Leather wrapped surface with audio mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 18 inch

TIRES- P235/65R18

SPARE TIRE- 18 inch Standard production

TOOLS- One wheel wrench and one jack per vehicle.

AIR CONDITIONING- Factory air conditioning dual zone automatic climate control

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Auto dimming rear view mirror. Power multi-function exterior mirrors.

LIGHTING- Headlamps, LED Split Tail Lamps, Fog Lamps.

KEYS- Keyless Entry, Remote Proximity Keyless Entry. Must have push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one touch down feature

POWER DOOR LOCKS- All door locks will be operated from the driver's and passenger positions. **TOUCH**

SCREEN RADIO- Chevrolet Infotainment 3 system 8" color screen

SEATS- Split rear folding seat, Cloth front bucket seats power 8-way driver

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera

VEHICLE 3
Bid Specifications for New Automobiles
2021 Nissan Pathfinder

Current year model or newer four-door SUV with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

Colors: Any color except White.

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE- 3.6 L DI V6

TRANSMISSION- Front wheel drive, automatic transmission only

BRAKES- The braking system will be four wheel disc anti-locking disc-type.

STEERING- Tilt steering column, Leather wrapped surface and illuminated audio mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 18-Inch with P235/65R18

SPARE TIRE- Standard production

TOOLS- One wheel wrench and one jack per vehicle.

AIR CONDITIONING- Tri-Zone Automatic Temperature Control

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Power multi-function exterior mirrors.

LIGHTING- LED headlamps, Fog Lamps

KEYS- Keyless Entry, Remote Proximity Keyless Entry. Must have push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one touch-down feature

POWER DOOR LOCKS- All four door locks will be operated from the driver's and passenger positions.

TOUCH SCREEN RADIO- AM/FM/CD audio system with 6 speakers

SEATS- Front Cloth bucket seats, Second row cloth seats

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera

VEHICLE 4
Bid Specifications for New Automobiles
2021 Nissan Titan Crew Cab SV Pickup

Current year model or newer crew cab pick-up truck with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

Colors: Any color except Glacier White

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE- 5.3L V8

DRIVELINE Rear wheel drive, rear wheel only 4X2

TRANSMISSION- automatic transmission only

BRAKES- The braking system will be four wheel disc anti-locking disc-type.

STEERING- Leather wrapped surface with mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 20-Inch x 9-Inch TIRES- 20 inch, performance

SPARE TIRE- 20X9 Standard production

TOOLS- One wheel wrench and one jack per vehicle.

AIR CONDITIONING- Factory air conditioning dual zone automatic

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Power multi-function exterior mirrors.

LIGHTING- Headlamps, LED Tail Lamps, Fog Lamps, Center High Mount Stop Lamp.

KEYS- Keyless Entry, Remote Proximity Keyless Entry. Must have push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one touch down feature

POWER DOOR LOCKS- All four door locks will be operated from the driver's and passenger positions.

TOUCH SCREEN RADIO- AM/FM/CD audio system with 6 speakers

SEATS- 40/20/40 split bench front seat with under-seat storage and 60/40 split-folding rear seat

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera

VEHICLE 5
Bid Specifications for New Automobiles
2021 Toyota Camry TRD V6

Current year model or newer 4 door sedan with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

Colors: Any color is acceptable.

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE- 3.5L V6 24 Valve DOHC with FWD

TRANSMISSION- Front wheel drive, automatic transmission only

BRAKES- The braking system will be four wheel disc anti-locking disc-type.

STEERING- Leather wrapped surface with mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 19" with 235/40R19

SPARE TIRE- Standard production

TOOLS- One wheel wrench and one jack per vehicle.

AIR CONDITIONING- Factory air conditioning dual zone automatic

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Power multi-function exterior mirrors.

LIGHTING- Headlamps, LED Tail Lamps, Fog Lamps, Center High Mount Stop Lamp.

KEYS- Keyless Entry, Remote Proximity Keyless Entry. Must have push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one touch down feature

POWER DOOR LOCKS- All four door locks will be operated from the driver's and passenger positions.

TOUCH SCREEN RADIO- 6 speaker with 7" touch-screen

SEATS- front bucket seats with rear bench seat

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera

VEHICLE 6
Bid Specifications for New Automobiles
2021 Dodge Charger R/T Sedan

Current year model or newer 4 door sedan with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

Colors: Any color except Pitch Black, Hellraisin, and Go Mango.

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE- 5.7L V8 Hemi MDS VVT Engine

TRANSMISSION- Rear wheel drive, 8-speed automatic transmission

BRAKES- The braking system will be four wheel disc anti-locking disc-type.

STEERING- Leather wrapped surface with mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 20"x8" with 245/45ZR20 Performance Tires

SPARE TIRE- Standard production

TOOLS- One wheel wrench and one jack per vehicle.

AIR CONDITIONING- Factory air conditioning dual zone automatic

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Power multi-function exterior mirrors.

LIGHTING- Headlamps, LED Tail Lamps, Fog Lamps, Center High Mount Stop Lamp.

KEYS- Keyless Entry, Remote Proximity Keyless Entry. Must have push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one touch down feature

POWER DOOR LOCKS- All four door locks will be operated from the driver's and passenger positions.

TOUCH SCREEN RADIO- Uconnect 4C with 8.4 inch Display

SEATS- front bucket seats with rear bench seat

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera

VEHICLE 7
Bid Specifications for New Automobiles

2020 year model *or newer* Crew Cab 4X2 four-door truck with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

The specs listed below are based on a **2021 Ford F-150 XLT**.

ACCEPTABLE COLORS:

Stone Gray, Agate Black, Iconic Silver, Carbonized Gray or Guard

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

BED LENGTH 5.5 Foot

ENGINE – Minimum: 5.0L V8 engine.

TRANSMISSION – 10-Speed automatic transmission

DRIVETRAIN – 2 wheel drive

BRAKES – Four wheel antilock disc brakes.

STEERING – Electric power steering, Tilt/Telescopic Wheel with audio controls

WHEELS – 17” Wheels or larger, no hubcaps.

TIRES – Sized to match above wheels.

SPARE TIRE – Full size spare tire.

TOOLS – One wheel wrench and one jack per vehicle.

AIR CONDITIONING – Factory air conditioning with air filter.

MIRRORS – Day/Night rear view mirror, heated, manual folding, power adjust outside mirrors.

LIGHTING – Halogen or LED headlamps, halogen Daytime running Lamps, Halogen tail lamps, Fog Lamps, Cargo Lamp

KEYS / LOCKS – Remote Keyless entry, locking tailgate.

TINTED WINDOWS – Darkest available factory tint on all windows

WINDOWS – Power windows with front passenger and rear express-down.

DOOR LOCKS – Power door locks w/ illuminated driver and passenger controls.

RADIO / MULTIMEDIA – minimum 8 inch color touchscreen display, Apple CarPlay and Android Auto compatible, integrated voice command with Bluetooth.

SEATS – Dark colored seats with adjustable driver seat, 40/Console/40 split-bench front seats, 60/40 Flip up split-bench rear seats.

FLOOR COVERING – carpeted floor covering with front and rear floor mats.

SECURITY / SAFETY – Anti-theft system, Rear View Camera with Dynamic Hitch Assist.

VEHICLE 8
Bid Specifications for New Automobiles

Current year model or newer four-door sport utility vehicle with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

The specs listed below are based on a **2021 Jeep Grand Cherokee – Laredo X with “Altitude Appearance Package”**.

Colors: Any available color in the “Laredo” Package style **except for “Velvet Red” or “Bright White”**

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

ENGINE – Minimum: 3.6 Liter V6.

TRANSMISSION – 8-Speed automatic transmission only.

DRIVETRAIN – 2 wheel drive

BRAKES – Four wheel disc antilock braking system.

STEERING – Electric power steering

WHEELS – 20” x 8” Gloss Black Aluminum wheels (or larger), no hubcaps.

TIRES – Sized to match above wheels.

SPARE TIRE – Full size spare tire.

AIR CONDITIONING – Factory air conditioning with air filter and second-row vents

MIRRORS – Auto dimming rear view mirror, Body-Color Heated exterior mirrors.

LIGHTING – Automatic High-Beam Headlamp Control, Bi-Xenon HID headlamps, LED fog lamps, LED tail lamps.

KEYS / LOCKS – Remote Proximity Keyless entry, push-button start.

TINTED WINDOWS – Darkest available factory tint on all windows

WINDOWS – 1-touch up/down power windows w/ illuminated driver and passenger controls.

DOOR LOCKS – Power door locks w/ illuminated driver and passenger controls.

RADIO / MULTIMEDIA – 8.4 inch display, Apple CarPlay and Android Auto compatible, integrated voice command with Bluetooth, steering wheel mounted audio controls.

SEATS – Dark colored leather seats with suede insert, 4-way power adjustable lumbar driver seat, heated front seats, 60 / 40 split rear folding seat.

FLOOR COVERING – Factory floor covering w/ floor mats.

SECURITY – Security alarm, rear back-up camera with projected path, remote-start system.

VEHHICLE 9
Bid Specifications for New Automobiles

2021 year model *or newer* four-door truck with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

The specs listed below are based on a **2021 Chevrolet Silverado LT**.

ACCEPTABLE COLORS:

Satin Steel Metallic, Northsky Blue Metallic, Silver Ice Metallic, Black, Shadow Gray Metallic or Oxford Brown Metallic

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

BED LENGTH 6 Foot

ENGINE – Minimum: 5.3L V8 engine.

TRANSMISSION – 8-Speed automatic transmission

DRIVETRAIN – 2 wheel drive

BRAKES – Four wheel antilock disc brakes.

STEERING – Electric power steering

WHEELS – 20" Wheels or larger, no hubcaps.

TIRES – Sized to match above wheels.

SPARE TIRE – Full size spare tire.

TOOLS – One wheel wrench and one jack per vehicle.

AIR CONDITIONING – Factory air conditioning with air filter and dual-zone automatic climate control.

MIRRORS – Auto-dimming rear view mirror, heated power outside mirrors.

LIGHTING – Halogen or LED headlamps, halogen Daytime running Lamps, LED tail lamps, LED cargo bed lighting

KEYS / LOCKS – Remote Keyless entry, locking tailgate, Remote Start.

TINTED WINDOWS – Darkest available factory tint on all windows

WINDOWS – Power windows with front passenger and rear express-down.

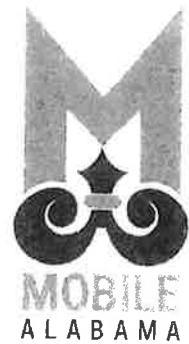
DOOR LOCKS – Power door locks w/ illuminated driver and passenger controls.

RADIO / MULTIMEDIA – minimum 8 inch color touchscreen display, Apple CarPlay and Android Auto compatible, integrated voice command with Bluetooth.

SEATS – Dark colored seats with 4-way adjustable driver seat, 40/20/40 split-bench front seat or bucket seats, 60/40 split fold-up rear seats.

FLOOR COVERING – carpeted floor covering with front and rear floor mats.

SECURITY / SAFETY – Security alarm, Rear Vision Camera with projected path



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:8/3/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for for 80 Globe G-XCEL fire coats and 80 Globe G-GPS fire turnout pants for MFRD.

General Fund.

Amount of Contract:

\$201,040.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210723 Sunbelt Agenda Package POs	Cover Memo	7/23/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	7/29/2021 - 2:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11917</u>	2021	(1510) FIRE ADMINISTRATION	80 GLOBE G-XCEL FIRE COATS AND 80 GLOBE G-GPS FIRE TURNOUT PANTS (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$201,040.00	(<u>198904</u>) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011917-00 FY 2021 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 1
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/21	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER HGAC CONTRACT NUMBER EE08-19 FIRE COAT SHORT LENGTH, MFD/NFPA SPECS, CROSSTECH MOISTURE BARRIER, TRI COLOR FDNY REFLECTIVE TRIM. RADIO POCKET LEFT CHEST, MFRD ON BACK, HUNG LETTER PATCH, COLORS AS STATED. VENDOR TO PROVIDE GLOBE G-XCEL. Vendor Item Inventory Item/Loc 4267	80.00 EACH	1384.00000	110720.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			110720.00

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

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	FIRE TURNOUT/BUNKER PANT, HIGH	80.00	1129.00000	90320.00
-----	--------------------------------	-------	------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011917-00 FY 2021 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 2
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/21	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	WAIST, MFD/NFPA SPECS, TRI COLOR REFLECTIVE FDNY TRIM. TO BE FURNISHED WITH PADDED RIPCORDER ADJUSTMENT "H" STYLE SUSPENDERS. VENDOR TO PROVIDE GLOBE G-GPS. Vendor Item Inventory Item/Loc 4268 1000.30.15.1510.1522.1510.0000.0000.44020.			90320.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				

Requisition Link

Requisition Total	201040.00
-------------------	-----------

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	201040.00	1675189.28
FIRE SUPPRESSION DIV EXP	OPERATING SUPPLIES	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011917-00 FY 2021 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910514396 Status: Approved	Page 3
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/21	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Rejected	06/02/21	JOHN PAINE	either extend if possible or r	
Forward	07/09/21	JOHN PAINE		
Forward	07/09/21	JOHN PAINE		
Approved	07/23/21	DONNA MICHELE STANLEY		
Approved	07/23/21	DONALD ROSE	Auto approved by: 910514396	
Approved	07/23/21	SANDRA LEWIS	Auto approved by: 910514396	
Approved	07/23/21	DONNA MICHELE STANLEY	Auto approved by: 910514396	
Approved	07/23/21	JAMES NEESE JR	Auto approved by: 910514396	

Authorized By: _____ Date: _____
Signature



8050 McGowin Dr.
 Fairhope, AL 36532
 Phone (800) 642-8484
 Fax (251) 928-9933

Quote

Date: 7/15/2021

Customer	Billing Address
Name <u>MOBILE FIRE DEPT</u>	
Address _____	
City _____ State _____ ZIP _____	
Phone/Cell _____	

Qty	Description	Unit Price	TOTAL
80	GLOBE G-XCEL TURNOUT COATS PER MOBILE FIRE SPECS	\$ 1,384.00	\$ 110,720.00
80	GLOBE GPS TURNOUT PANTS PER MOBILE FIRE SPECS	\$ 1,129.00	\$ 90,320.00
PRICING VALID THROUGH 8/30/2021			
HGAC CONTRACT NUMBER EE08-19			

YES	Will customer accept partial shipments and invoices?	SubTotal	\$ 201,040.00
NO		Shipping	
Outside Rep <u>Chip Crooms</u> Phone <u>800-642-8484 x 305</u> Cell <u>251-270-8821</u> e-mail ccrooms@sunbeltfire.com Inside Rep <u>Dalton Combs</u> Phone <u>1-800-642-8484 or Direct 251-929-9574</u> e-mail dcombs@sunbeltfire.com		Tax Rate(s)	0.00%
			0.00%
		TOTAL	\$ 201,040.00

Office Use Only

--

"To always listen and know our customer's needs in order to provide them with the best products and service in the industry"

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council of Governments (H-GAC), Casco Industries, Inc. (Contractor) and Sunbelt Fire, Inc., (Assignee).

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EE08-19, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor assigns the performance of its obligations under the Contract to Assignee for Globe Products (H-GAC Product codes EE19LFA-EE19LFI) in specific areas (per attached Information Sheet); and

WHEREAS, Assignee shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, Contractor will continue as originally contracted with H-GAC; and

NOW THEREFORE, Assignee agrees to accept this assignment, and H-GAC concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council:

DocuSigned by:

Chuck Wemple, Executive Director

10/8/2019

Date

Signed for Casco Industries, Inc.

Shreveport, Louisiana:

(Signature of Contractor)

Date: 9-25-19

Vice-President of Sales & Marketing
Printed Name & Title

Signed for Sunbelt Fire, Inc.

Fairhope, Alabama:

(Signature of Assignee)

Date: 9/25/19

Kent Bradley Fire Equipment
Manager
Printed Name & Title

Information Sheet

Assignee:

Sunbelt Fire, Inc.

Contact Person:

Name: Kent Bradley
Title: Equipment Manager
TEL: 800-642-8484 x 106
FAX: 251-928-9933
EMAIL: kbradley@sunbeltfire.com

Address:

8050 McGowin Drive
Fairhope, AL 36532

Territory:

Alabama

Mississippi

Florida (Counties: Bay, Escambia Okaloosa, Jackson, Leno, Gulf, Wakulla, Washington, Santa Rosa, Calhoun,
Franklin, Holmes, Jefferson, Liberty, Walton, and Gadsden)

Tennessee (County: Shelby)

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Casco Industries, Incorporated - Public Services -

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Casco Industries, Incorporated, hereinafter referred to as the Contractor, having its principal place of business at 607 West 62nd Street, Shreveport, LA 71106.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Aug 01 2019 and ends Jul 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Casco Industries, Incorporated

Signature *David Stewart*
6C0588821EDB4F1...

Name David Stewart

Title Purchasing Manager

Date 6/14/2019

H-GAC DocuSigned by:

Signature *Chuck Wemple*
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/10/2019

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Casco Industries, Incorporated - Public Services -

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with **H-GAC** for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to **H-GAC**. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER's** payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A			
Casco Industries, Incorporated			
Emergency Medical & Rescue Equipment			
Contract No.: EE08-19			
Product Code	Mfg.	Model & Description	Base Offered Price
EE19ACA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)	15%
EE19HDA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)	5%
EE19LDA	Crewboss Div of Western Shelter	Wildland Gear 2019	5%
EE19LFA	Globe	Globe Classix SE 2019	25%
EE19LFB	Globe	Globe Classix Metro 2019	25%
EE19LFC	Globe	Globe Letters and Accessories 2019	25%
EE19LFD	Globe	Globe IH Ready 2019	25%
EE19LFE	Globe	Globe G-Xtreme 3.0 2019	25%
EE19LFF	Globe	Globe Athletix 2019	25%
EE19LFG	Globe	Globe G-Xcel 2019	25%
EE19LFH	Globe	Globe GX-7 2019	25%
EE19LFI	Globe	Globe Footgear 2019	25%
EE19LGA	PGI	Fireline products & Hoods 2019	15%
EE19LIA	Stanfield's	Lifeline Hoods Catalog 2019	15%
EE19LVA	MSA	Fire and Rescue Helmets-Effective 01/15/2019	15%

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.

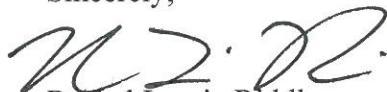
Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory 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:8/3/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Jennifer Greene, Director
Programs and Project Management

Rebecca Christian, Comptroller
Finance

Sponsored by:

Mayor William S. Stimpson, Councilman Fredrick D. Richardson Jr., Councilman Levon C. Manzie, Councilman C.J. Small, Councilman John C. Williams, Councilman Joel Daves, Councilwoman Bess Rich, Council Gina Gregory

Purpose and Scope of Project:

The scope of this project includes the reconstruction of the road bed, curb and gutter, inlets, and sidewalks and bike infrastructure.

Amount of Contract:

\$1,300,000.00

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
---------------------	--------	------

Engineering	Amberger, Nick	Approved	7/26/2021 - 1:24 PM
Accounting	Daniels, Bettye	Approved	7/28/2021 - 4:47 PM
Capital	Hollins, Tiffany	Approved	7/28/2021 - 5:08 PM
Legal	Kern, Chris	Approved	7/29/2021 - 10:21 AM
Legal	Kern, Chris	Approved	7/29/2021 - 10:22 AM
Mayors Office	Barber, James	Approved	7/29/2021 - 2:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. 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
Engineering	Amberger, Nick	Approved	7/29/2021 - 12:16 PM
Capital	Hollins, Tiffany	Approved	7/29/2021 - 12:31 PM
Legal	Kern, Chris	Approved	7/29/2021 - 1:45 PM
Mayors Office	Barber, James	Approved	7/29/2021 - 2:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Cassie Boatwright, REAM

Sponsored by:

Mayor Stimpson and Councilmember Small

Purpose and Scope of Project:

To provide modern training and testing facilities for the MFRD. This modern facility will replace existing trailers. The project consists of providing and installing a pre-engineered 5,785 sf metal building complete with office, classroom, training, and locker room areas.

Amount of Contract:

\$1,932,313.00

Funding Source

Project # Fire Training Center -

Administration/Classroom Building - FD-068-20;
C0474

Discretionary Funds

Project String 20002000-48010; C0474

Contract Number:3358

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	7/27/2021 - 12:08 PM
Capital	Hollins, Tiffany	Rejected	7/27/2021 - 11:51 AM
Architectural Engineering	Melton, Michelle	Approved	7/27/2021 - 5:49 PM
			7/28/2021 -

Capital	Hollins, Tiffany	Approved	10:09 AM
Legal	Kern, Chris	Approved	7/28/2021 - 12:31 PM
Mayors Office	Barber, James	Approved	7/29/2021 - 2:56 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Nick Amberger P.E.
City Engineer

Sponsored by:

Mayor Williams S. Stimpson and Councilmembers Frederick Richardson Jr., LeVon C. Manzie, C.J. Small, John C. Williams, Joel Daves, Bess Rich, and Gina Gregory

Purpose and Scope of Project:

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

Amount of Contract:

\$219,560.00

Funding Source

Project # C0119

Project String 20002000-48020

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

Grant Funds

Discretionary Funds

Contract Number:3348

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	7/21/2021 - 5:11 PM
Capital Hollins, Tiffany	Approved	7/21/2021 - 5:27 PM
		7/23/2021 - 4:12

Legal
Mayors
Office

Kern, Chris
Barber, James

Approved
Approved

PM
7/29/2021 - 2:56
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Cassie Boatwright, REAM

Sponsored by:

Mayor Stimpson and Councilmember Manzie

Purpose and Scope of Project:

Third party contractor is providing testing, balancing, and limited commissioning of new mechanical (HVAC) system in order to make sure that it is functioning as intended.

Amount of Contract:

\$25,468.00

Funding Source

Project # Mobile Saenger Theatre - Mechanical
Upgrades C0519 (A/E#: CL-076-20)

Discretionary Funds

Project String 20002000-42200; C0519

Contract Number:3357

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Melton, Michelle	Approved	7/27/2021 - 12:28 PM
Capital	Hollins, Tiffany	Approved	7/27/2021 - 4:37 PM
Legal	Kern, Chris	Approved	7/28/2021 - 10:48 AM
Mayors Office	Barber, James	Approved	7/29/2021 - 2:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

Submitted by:

Nick Amberger, City Engineer
Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmembers C.J. Small and Joel Daves

Purpose and Scope of Project:

Accept permanent drainage & temporary construction easements for the 2019-3005-07
McRae Avenue Drainage Phase 2 Project.

Amount of Contract:

N/A

Funding Source

Project # 2019-3005-07

Discretionary Funds

Project String 2019-3005-07

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Melton, Michelle	Approved	7/27/2021 - 12:40 PM
Legal	Kern, Chris	Approved	7/28/2021 - 12:10 PM
Mayors Office	Barber, James	Approved	7/29/2021 - 2:56 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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 - 4:37
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/3/2021

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:8/3/2021

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 - 4:53
PM