



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, June 7, 2022, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Lonnie Lundy, Cottage Hill Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

May 24 and 31, 2022

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. PUBLIC HEARINGS

Public hearing to rezone property located at the northwest corner of Cochrane Causeway and Dunlap Drive from R-1 and I-2 to I-2 (District 2).

Public hearing to rezone property located at 1248 Montlimar Drive and 3500 Michael Boulevard from R-1 and B-3 to B-3 (District 5).

Public hearing to declare the structure at 1354 Old Shell Road a public nuisance and order it demolished (District 2).

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Care Keepers Healthcare to operate a sedan service.

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

Valerie Longa, Mobile Public Library - Will present the 2022 Summer Library Celebration and the library's 120 Year Anniversary.

Shalela Dowdy - Parks & Rec. Track and Field Program.

Sabrina Mass - Support for the police in relation to gun violence.

Jennifer Irby - Comments about the community and MPD in relation to gun violence.

Earnestine Rogers - concerns about gun violence and voodoo in District 2.

Marvin Lue - Will offer a possible solution to gun violence.

Phil Arceneaux - Petitioning to remove new colors from the cannon.

Kevin Halpern - Speaking in support of the Gayfer's Building project.

Reggie Hill - The impacts of misuse of taxpayer resources on quality of life, Municipal Court and public safety.

Rev. Calvin Martin - Restructuring and repurposing current plan for redistricting.

Darlene Martin - Restructuring and repurposing current plan for redistricting.

Fred Wheeler - How redistricting and annexation are joined.

11. ORDINANCES HELD OVER

64-017 Ordinance to adopt the "City of Mobile Unified Development Code" (sponsored by Mayor Stimpson).

06-030 Ordinance to Amend Chapter 6 of the Mobile City Code "Ambulances and Other Medical Transportation" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

57-032 Ordinance to amend section 57-17 of the Mobile City Code, Procedures for vacation of streets, alleys and public ways by petition (sponsored Councilmember Daves).

01-033 Ordinance to provide for the reapportionment of the seven City Council districts for the City of Mobile (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

12. RESOLUTIONS HELD OVER

31-451 Update the American Rescue Plan Action Plan to include redevelopment for affordable housing (property located at 165 Dauphin St.); \$8,000,000.00 total loan amount (\$24,000,000.00 from other sources) (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

21-478 Authorize change order with Goram Air Conditioning Co., Inc. for mechanical upgrades at the Arthur Outlaw Convention Center; \$243,000.00

(sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-479 Accept permanent sidewalk easement for construction of sidewalk at 1812 Old Shell Road (sponsored by Councilmember Penn) (submitted by Jennifer White, Traffic Engineering Dept.).

37-480 Consider approval of a Certificate of Public Convenience and Necessity to Slabblyfe Express, Inc. to operate a shuttle service.

47-481 Assent to the vacation of a portion Magnolia Street (applicant: Alabama State Port Authority) (District 2).

47-482 Resolution to consider a fee for the vacation of a portion Magnolia Street (applicant: Alabama State Port Authority) (District 2).

13. ORDINANCES BEING INTRODUCED

64-034 Rezone property located at the northwest corner of Cochrane Causeway and Dunlap Drive from R-1 and I-2 to I-2 (Councilmember Carroll).

64-035 Rezone property located at 1248 Montlimar Drive and 3500 Michael Boulevard from R-1 and B-3 to B-3 (Councilmember Daves).

14. CONSENT RESOLUTIONS BEING INTRODUCED

31-486 Authorize a grant application to the Alabama Department of Economic and Community Affairs for the Project Safe Neighborhoods Grant (no local match); \$30,000.00 (submitted by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

40-487 Declare the structure at 1354 Old Shell Road a public nuisance and order it demolished (sponsored by Councilmember Carroll).

46-488 Honorarily rename Rushing Drive to "Rev. David Campbell, Sr. Drive" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

58-489 Declare weeds noxious, Weed Lien Group 1628.

60-490 Approve award of special bonus to the Public Services Employee of the Month; Smith (sponsored by Mayor Stimpson) (submitted by Kina Andrews, Public Services Dept.).

60-491 Determine an appropriation to Society Mobile-La Habana, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

60-492 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by

Councilmembers Penn, Carroll, Reynolds and Daves) (submitted by Rebecca Christian, Accounting Dept.).

37-507 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Big Bad Breakfast; 1812 Old Shell Road (sponsored by Councilmember Penn).

60-508 Determine an appropriation to Sky Ranch Garden Club serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-493 Authorize agreement with the University of South Alabama for sidewalk enhancement on Old Shell Road (sponsored by Councilmembers Jones & Gregory and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

08-494 Approve purchase order to Donohoo Chevrolet, LLC for 59 Chevrolet Tahoe Police Package SUVs; \$2,101,103.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-495 Approve purchase order to Stivers Ford Lincoln, Inc. for 7 Ford Explorer SUVs; \$226,002.00; Fire Administration (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-496 Approve purchase order to Metalcraft Marine US, Inc. for a Rapid Response Fire Boat; \$1,257,312.16 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-497 Approve purchase order to Sound Associates, Inc. for amplifiers, monitors and stage speakers for the Saenger Theatre; \$138,188.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-498 Approve purchase order to Musco Sports Lighting, LLC for field lighting for Matthews Park baseball field; \$318,000.00 (sponsored by Mayor Stimpson) (submitted by John Pain, Purchasing Dept.).

08-499 Approve purchase order to Musco Sports Lighting, LLC for field lighting for Figures Park baseball field; \$173,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-500 Approve purchase order to VAPTR, LLC for 10 tennis court drying machines; \$29,950.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-501 Approve purchase order to Bagby & Russell Electric Co., Inc. for street lighting parts and repairs; \$23,605.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-502 Approve purchase order to Nixon Power Services, LLC for emergency generator for MPD First Precinct; \$36,774.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-503 Authorize a contract with Moffatt & Nichol, Inc. for consultant services for the Mobile Riverfront Redevelopment Project; \$766,895.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-504 Authorize contract with ThinkGard, LLC for cyber security services; \$291,510.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

31-505 Authorize a grant application to the Alabama Department of Economic and Community Affairs for the Electric Vehicle Infrastructure Program; \$250,000.00 (20% local match) (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

37-506 Consider approval of a Certificate of Public Convenience and Necessity to Care Keepers Healthcare to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

16. CALL FOR PUBLIC HEARINGS

41-509 Call for public hearing to consider adoption of the unified development code to replace the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991 (scheduled for July 12, 2022) (sponsored by Councilmember Gregory) (submitted by Chris Arledge, Council Attorney).

17. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/1/2022 - 1:48 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/1/2022 - 1:50
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/5/2022 - 11:39 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

5/5/2022 - 1:38
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Sponsored by:

Councilmember Carroll

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

6/2/2022 - 10:37
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/2/2022 - 2:40 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/1/2022 - 2:00
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/2/2022 - 9:22
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/2/2022 - 9:31
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/2/2022 - 11:47
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/2/2022 - 11:18
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/2/2022 - 2:15
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/1/2022 - 2:16
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/2/2022 - 9:23
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/2/2022 - 2:11
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/1/2022 - 2:15
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/1/2022 - 2:14
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

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

6/2/2022 - 9:27
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Sponsored by:

Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

3/18/2022 - 9:26
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to amend Chapter Six of the Mobile City Code in its entirety

Amount of Contract:

n/a

Effective Date of Contract:

5/31/2022

Funding Source

Project # Ordinance to Amend Chapter Six of the Mobile City Code

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	5/19/2022 - 2:31 PM
Legal	Kern, Chris	Approved	5/19/2022 - 2:33 PM
Mayors Office	Montgomery, Brandi	Approved	5/19/2022 - 2:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Chris Arledge, Council Attorney

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/26/2022 - 1:57 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Chris Arledge, Council Attorney

Sponsored by:

Councilmember Carroll

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

5/26/2022 - 4:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	5/12/2022 - 12:22 PM
Mayors Office	Montgomery, Brandi	Approved	5/12/2022 - 2:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember William Carroll and Mayor William Stimpson

Purpose and Scope of Project:

To approve Change Order for additional \$243,000.00 to accept bid alternates

Amount of Contract:

\$243,000.00

Funding Source

Project # CHANGE ORDER for Convention
Center Mechanical Upgrades CN-041-21

Discretionary Funds

Project String Contract 3808 - C0579

Contract Number:3808

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/26/2022 - 12:40 PM
Capital	Rhodes, Brenda	Approved	5/26/2022 - 12:55 PM
Legal	Kern, Chris	Approved	5/26/2022 - 2:49 PM
Mayors Office	Montgomery, Brandi	Approved	5/26/2022 - 3:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Jennifer White
Traffic Engineering Department

Sponsored by:

Cory Penn
Council District 1

Purpose and Scope of Project:

Accept permanent sidewalk easement required for construction of future sidewalk at 1812 Old Shell Road as required for compliance with a partial sidewalk waiver

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Traffic Engineering Bergin, Marybeth	Approved	5/26/2022 - 7:55 AM
Legal Kern, Chris	Approved	5/26/2022 - 10:59 AM
Mayors Office Montgomery, Brandi	Approved	5/26/2022 - 3:00 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Lisa C. Lambert, City Clerk

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

5/18/2022 -
10:09 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

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

5/26/2022 - 1:17 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/27/2022 - 10:31 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/1/2022 - 1:54 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Sponsored by:

Councilmember Daves

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

6/1/2022 - 1:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Department of Justice through the Alabama Department of Economic and Community Affairs (ADECA) for a subaward in the amount of \$30,000.00 for the Project Safe Neighborhoods (PSN) Grant. There is no match requirement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$30,000.00

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Christian, Rebecca	Approved	6/2/2022 - 1:21 PM
Legal Kern, Chris	Approved	6/2/2022 - 1:31 PM
Legal Kern, Chris	Approved	6/2/2022 - 1:32 PM
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 3:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/7/2022

Renewal Date of Contract:

6/7/2022

Funding Source

Project # 1354 Old Shell Road - ME-045-21

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	6/2/2022 - 10:34 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

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

6/2/2022 - 9:37
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	5 cases
Council District 2	William Carroll	5 cases
Council District 3	C J Small	5 cases
Council District 4	Ben Reynolds	2 cases
Council District 5	Joel Daves	0 cases
Council District 6	Scott Jones	3 cases
Council District 7	Gina Gregory	0 cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1628

Effective Date of Contract:

6/7/2022

Funding Source

Project # Weed Lien Group 1628

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	6/2/2022 - 10:44 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Kina Andrews

Sponsored by:

Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

Public
Service

Gauthier, Lana

Approved

6/2/2022 - 1:47
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO RESEARCH, WRITE, AND PUBLISH A BOOK TENTATIVELY ENTITLED "MOBILE AND HAVANA SISTER ACROSS THE GULF"

Amount of Contract:

\$14,500.00

Funding Source

Project # DSC-08 / 10040580-42080

Discretionary Funds DSC-08 (MAYOR)

Project String DSC-08.PERFCONTRA

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/2/2022 - 3:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

Councilmember Cory Penn, Councilmember William Carroll, Councilmember Ben Reynolds, and Councilmember Joel Daves

Purpose and Scope of Project:

Funds will be used for the MOB Music Festival to be held July 8-10, 2022

Amount of Contract:

\$5,000.00

Funding Source

Project # 10041020-42080 (DSC-01, DSC-02, DSC-04, and DSC-05) **Discretionary Funds** DSC-01, DSC-02, DSC-04, and DSC-05

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Gauthier, Lana	Approved	6/2/2022 - 1:48 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/7/2022 - 8:21 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Rebecca Christian, Accounting Dept.

Sponsored by:

Councilmember Reynolds

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

6/7/2022 - 8:32
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Jennifer Greene
Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson, Councilwoman Gina Gregory, Councilman Scott Jones

Purpose and Scope of Project:

Attached to this memo is an agreement between the University of South Alabama and the City of Mobile, enabling USA to accept and receive CIP funds in the amount of \$36,000.00 from the City for implementation of the sidewalk enhancement project titled "Old Shell Road Repair and Improvement Project." The funds were originally allocated in the 2022 CIP with \$18,000 from District 6 and \$18,000 from District 7, and it was approved as part of the City's budget for fiscal year 2022. There are no additional City of Mobile resources required for this project.

The Old Shell Sidewalk project will provide enhanced safety of travel along said section of Old Shell Road for the residents of Mobile and enhance the campus travel infrastructure used by numerous residents of Mobile pursuing educational opportunities at USA. The project involves the repair or replacement of one hundred and fifteen (115) broken and damaged sidewalk panels near, but not on, the City right of way of Old Shell Road, and the sidewalks will be constructed and maintained by USA. USA pledged to pay for 50% of the project and USA has successfully completed the installation as described. USA has provided invoices totaling \$76,175.

Amount of Contract:

\$36,000.00

Effective Date of Contract:

6/8/2022

Funding Source

Project # C0695 Joint Participation USA-Sidewalks, **Discretionary Funds** N/A
2022-2045-11

Project String 20002000-42080

Contract Number:3842

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

Grant Funds \$0

Matching Funds \$0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	6/1/2022 - 5:57 PM
Capital	Hollins, Tiffany	Approved	6/2/2022 - 11:18 AM
Legal	Kern, Chris	Approved	6/2/2022 - 12:27 PM
Mayors Office	Montgomery, Brandi	Approved	6/2/2022 - 3:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for 59 Chevrolet Tahoe Police Package SUVs for MPD.

General fund.

Amount of Contract:

\$2,101,103.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220601 Donohoo Agenda Package POs	Cover Memo	6/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 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>9001, 9002</u>	2022	(F7000) MOTOR POOL	59 CHEVROLET TAHOE POLICE PACKAGE SUVS FOR MPD (AL STATE CONTRACT)	\$2,101,103.00	(293039) <u>DONOHOO</u> <u>CHEVROLET LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009001-00 FY 2022 PO 22008893 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 9105paij Status: Converted	Page 1
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Vendor
 DONOHOO CHEVROLET LLC
 1000 GREENHILL BLVD NW

Ship To
 MOTOR POOL
 745 BROAD STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#256-273-4862
 Fax 256-845-6974

Deliver To
 SAENGER THEATER
 6 SOUTH JOACHIM STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	293039	04/25/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2022 OR NEWER CHEVROLET TAHOE PPV 4 DOOR SUV, BLACK IN COLOR, FRONT SEAT 40/20/40 SPLIT-BENCH, AS PER STATE OF ALABAMA CONTRACT T-191L MA999 2100000043 AND YOUR QUOTE DATED 5-4-2022 Additional Description Notes ----- 2022 OR NEWER CHEVROLET TAHOE 4 DOOR SUV, BLACK IN COLOR, FRONT SEAT 40/20/40 SPLIT-BENCH, WITH A TOTAL OF 4 KEYS. REQUESTED BY 1530 POLICE DEPARTMENT.	15.00 EACH	35076.47000	526147.05

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.	526147.05
--	-----------

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

Deliver To
 SAENGER THEATER
 6 SOUTH JOACHIM STREET
 MOBILE, AL 36602

002	DELIVERY AS SPECIFIED: SHIPPING \$528 PER UNIT.	15.00 EACH	528.00000	7920.00
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1 7000.40.20.0000.0000.2070.0000.0000.47120.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009001-00 FY 2022 PO 22008893 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 9105paij Status: Converted	Page 2
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Vendor
 DONOHOO CHEVROLET LLC
 1000 GREENHILL BLVD NW

Ship To
 MOTOR POOL
 745 BROAD STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#256-273-4862
 Fax 256-845-6974

Deliver To
 SAENGER THEATER
 6 SOUTH JOACHIM STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	293039	04/25/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
E MP01530	.VEHICLEEXP.			7920.00

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

Deliver To
 SAENGER THEATER
 6 SOUTH JOACHIM STREET
 MOBILE, AL 36602

003	VEHICLES ARE TO BE PROVIDED WITH 2 ADDITIONAL KEYS FOR EACH VEHICLE IN ADDITION TO WHAT COMES WITH THE VEHICLE	30.00 EACH	250.00000	7500.00
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1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.			7500.00
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Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

Deliver To
 SAENGER THEATER
 6 SOUTH JOACHIM STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009001-00 FY 2022 PO 22008893 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 9105paij Status: Converted	Page 3
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Vendor
DONOHOO CHEVROLET LLC
1000 GREENHILL BLVD NW

Ship To
MOTOR POOL
745 BROAD STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#256-273-4862
Fax 256-845-6974

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	293039	04/25/22			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			541567.05

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	541567.05	165899.56

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	541567.05	2599770.64
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	05/05/22	JOHN PAINE	GL Allocation, GL Allocation c
Rejected	04/25/22	DIANE MCCARTY	CORRECTIONS
Approved	04/26/22	DIANE MCCARTY	
Approved	04/26/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	05/05/22	DIANE MCCARTY	
Approved	05/05/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	04/26/22	KINA ANDREWS	
Approved	04/26/22	JAMES DELAPP	Auto approved by: 910515803
Approved	05/06/22	KINA ANDREWS	
Approved	05/06/22	JAMES DELAPP	Auto approved by: 910515803
Approved	05/06/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/06/22	DONALD ROSE	Auto approved by: 9105paij
Approved	05/06/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/06/22	JOHN PAINE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009001-00 FY 2022 PO 22008893 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 9105paij Status: Converted	Page 4
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Vendor
 DONOHOO CHEVROLET LLC
 1000 GREENHILL BLVD NW

Ship To
 MOTOR POOL
 745 BROAD STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#256-273-4862
 Fax 256-845-6974

Deliver To
 SAENGER THEATER
 6 SOUTH JOACHIM STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	293039	04/25/22			MOTOR POOL

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009002-00 FY 2022 PO 22008894 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 9105paij Status: Converted	Page 1
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Vendor
DONOHOO CHEVROLET LLC
1000 GREENHILL BLVD NW

Ship To
MOTOR POOL
745 BROAD STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#256-273-4862
Fax 256-845-6974

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	293039	04/25/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SUV AS SPECIFIED: 2022 OR NEWER CHEVROLET TAHOE PPV, 4 DOOR SUV, WHITE IN COLOR, FRONT SEAT 40/20/40 SPLIT-BENCH WITH 20% DELETE/SECOND ROW DELETE. COLOR TO BE WHITE AS PER STATE OF ALABAMA CONTRACT T-191L Additional Description Notes ----- 2022 OR NEWER CHEVROLET TAHOE 4 DOOR SUV, WHITE IN COLOR, FRONT SEAT 40/20/40 SPLIT-BENCH WITH 20% DELETE/SECOND ROW DELETE. REQUESTED BY 1530 POLICE.	44.00 EACH	34416.00000	1514304.00

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.	1514304.00
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Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET
MOBILE, AL 36602

002	DELIVERY AS SPECIFIED: SHIPPING \$528 PER UNIT.	44.00 EACH	528.00000	23232.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009002-00 FY 2022 PO 22008894 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 9105paij Status: Converted	Page 2
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Vendor
 DONOHOO CHEVROLET LLC
 1000 GREENHILL BLVD NW

Ship To
 MOTOR POOL
 745 BROAD STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#256-273-4862
 Fax 256-845-6974

Deliver To
 SAENGER THEATER
 6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	293039	04/25/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.			23232.00

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

Deliver To
 SAENGER THEATER
 6 SOUTH JOACHIM STREET
 MOBILE, AL 36602

003	KEY AS SPECIFIED: 2 ADDITIONAL KEYS FOR EACH VEHICLE.	88.00 EACH	250.00000	22000.00
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1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.			22000.00
---	--	--	--	----------

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

Deliver To
 SAENGER THEATER
 6 SOUTH JOACHIM STREET
 MOBILE, AL 36602

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009002-00 FY 2022 PO 22008894 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: 9105paij Status: Converted	Page 3
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Vendor
DONOHOO CHEVROLET LLC
1000 GREENHILL BLVD NW

Ship To
MOTOR POOL
745 BROAD STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#256-273-4862
Fax 256-845-6974

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	293039	04/25/22			MOTOR POOL

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				1559536.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	1559536.00	165899.56

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1559536.00	2599770.64
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	04/25/22	DIANE MCCARTY	
Approved	04/25/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	04/26/22	KINA ANDREWS	
Approved	04/26/22	JAMES DELAPP	Auto approved by: 910515803
Approved	05/05/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	05/05/22	DONALD ROSE	Auto approved by: 9105paij
Approved	05/05/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/05/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract

STATE OF ALABAMA LAW ENFORCEMENT VEHICLES Amendment #1

Supplier

Donohoo Chevrolet

Linked Solicitation

Type

Master Agreement

Contract Code

210000000043-999-1

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Chad	Johnson	fleet@donohoochevrolet.com	2568453525

1 Result(s)

Contract Scope

Organizations

State of
Alabama

Contract Validity

Start Date

10/19/2021

End Date

10/19/2022

Documents

Items

Item Name	Product Code	Negotiated Price	UOM
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Item Name	Product Code	Negotiated Price	UOM
CHEVROLET TAHOE PPV (Pursuit Rated)	2100000000043-999-1-1		Each
CHEVROLET TAHOE PPV (Pursuit Rated)	2100000000043-999-1-1		Each
CHEVROLET TAHOE SSV (Not Pursuit Rated).	2100000000043-999-1-2		Each
CHEVROLET TAHOE SSV (Not Pursuit Rated).	2100000000043-999-1-2		Each
OPTIONAL EQUIPMENT	2100000000043-999-1-3		USD
OPTIONAL EQUIPMENT	2100000000043-999-1-3		USD
DELIVERY OF VEHICLES.	2100000000043-999-1-4		USD
DELIVERY OF VEHICLES.	2100000000043-999-1-4		USD



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Ford Stivers Lincoln Inc for 7 Ford Explorer 4X4 SUVs for MFRD.

General Fund.

Amount of Contract:

\$226,002.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220601 Stivers Agenda Package POs	Cover Memo	6/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9782</u>	2022	(1510) FIRE ADMINISTRATION	7 FORD EXPLORER 4X4 SUVS FOR MFRD (AL STATE CONTRACT)	\$226,002.00	(292393) <u>STIVERS FORD</u> <u>LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009782-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 richardsonv@cityofmobile.org

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604
 Delivery Reference
 CHIEF BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/22	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS: Additional Description Notes	7.00 EACH	32286.00000	226002.00

FORD EXPLORER SUV:
 T191 - FORD EXPLORER BASE 2WD
 CONTRACT NUMBER: MA999 16000000221
 MODEL SERIES k7B Order Code:100A
 FORD EXPLORER UTILITY SUV 4 DOOR RWD MIDSIZE UTILITY CLASS SUV, VEHICLE TO
 BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.
 WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121" WIDTH TO BE A MAXIMUM
 OF 80" W/O MIRRORS. MINIMUM 4 CYLINDER ENGINE
 AUTOMATIC TRANSMISSION DAYTIME RUNNING LIGHTS REAR VIEW CAMERA MINIMUM
 GROUND CLEARANCE 7.75" 2.3L ECOBOOST ENGINE
 MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS MAKE: FORD MODEL: EXPLORER
 FREE STANDING OPTIONS
 K8B Upgrade to Explorer 4WD- with selectable terrain management with
 Included Options;
 3.3L Ti-VCT V6 FFV Engine (99B) (available at no charge)
 10-Speed Automatic Transmission with SelectShift® Capability
 52T Class III Trailer Tow Package Note
 LTH Gray Leather Seating for 7 passengers
 EXTERIOR COLORS:
 YZ Oxford White X
 INTERIOR TRIM / SEATS:
 7N Cloth Sandstone with 60/40 Split Bench and 3rd row Seating
 2022 FORD EXPLORER 4X4 FOUR DOOR MID SIZE SUV.

AS PER STATE OF ALABAMA CONTRACT T-191 MA 16000000000221 LINE 1.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009782-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF BROWNE
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/22	292393				FIRE ADMINISTRATION

LN	Description / Account Vendor Item Inventory Item/Loc 724	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			106330.00
2	1000.30.15.1510.1510.1510.0000.0000.47120.			119672.00
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
002	DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD. FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET, MOBILE ALABAMA 176 MILES X \$1.50 PER MILE AS PER STATE OF ALABAMA CONTRACT. Additional Description Notes ----- DELIVERY BY DEALER TO CITY OF MOBILE BY STIVERS FORD.	7.00 EACH	0.00000	0.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009782-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
Delivery Reference
CHIEF BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/22	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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FROM 4000 EASTERN BLVD MONTGOMERY ALABAMA TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET, MOBILE ALABAMA 176 MILES X \$1.50 PER MILE AS PER STATE OF ALABAMA CONTRACT.

1 1000.30.15.1510.1510.1510.0000.0000.47120.	.00
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Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
VICTORIA RICHARDSON

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

Requisition Link

Requisition Total	226002.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	106330.00	.70

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.47120.	119672.00	2599770.64
FIRE ADMINISTRATION EXP	VEHICLE ACQ (GREATER \$5000)	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009782-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.47120. Review: Buyer: Status: Released	Page 4
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL
 745 BROAD STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 richardsonv@cityofmobile.org

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604
 Delivery Reference
 CHIEF BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/22	292393				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		
MOTOR POOL EXP	106330.00	2599770.64
	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	06/01/22	JOHN PAINE	GL Allocation changed
CCancelled	06/01/22	JOHN PAINE	GL Allocation changed
Approved	05/17/22	DIANE MCCARTY	
Approved	05/17/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	05/19/22	KINA ANDREWS	Auto approved by: 910518527
Approved	05/19/22	JAMES DELAPP	
Queued	06/01/22	CHARLES SUMRALL	
Pending		KINA ANDREWS	
Pending		JAMES DELAPP	
Pending		DONNA MICHELE STANLEY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

T191 Vehicle Master Agreement

999 20*221 Stivers Ford Lincoln VC000042177 Effective Date: 4/1/20 – 4/1/23			
	Make	Model	Price
Line 1	Ford	Explorer	\$25,957.00

999 21*75 Stivers Ford Lincoln VC000042177 Effective Date: 11/12/20 – 11/12/22			
	Make	Model	Price
Line 1	Ford	F150 ½ Ton Crew Cab 2WD	\$25,841.00
Line 3	Ford	F250 ¾ Ton Extended Cab 4WD	\$28,769.00

999 21*76 Donohoo Chevrolet VC000049701 Effective Date: 11/12/20 – 11/12/22			
	Make	Model	Price
Line 1	Chevrolet	Suburban Large Sport Utility Vehicle	\$41,573.00

999 21*129 Stivers Ford Lincoln VC000042177 Effective Date: 1/1/21 – 11/12/22			
	Make	Model	Price
Line 1	Ford	F250 3/4 Ton Extended Cab 2WD Standard Bed	\$26,267.00
Line 2	Ford	F150 1/2 Ton Extended Cab 4WD Short Bed	\$25,270.00
Line 3	Ford	F150 ½ Ton Crew Cab 4WD	\$28,702.00

999 21*235 Stivers Ford Lincoln VC000042177 Effective Date: 5/28/21 – 11/12/22			
	Make	Model	Price
Line 1	Ford	Ford F250 ¾ Ton Crew Cab 2WD Standard Bed	\$27,575.00
Line 2	Ford	Ford F250 ¾ Ton Crew Cab 4WD Standard Bed	\$30,025.00



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000221

NOT TO EXCEED AMOUNT:

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2023

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/29/22

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

MA-NON-ALTERNATIVE FUEL VEHICLES - T191

OLD T191 NON-ALTERNATIVE FUEL VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$25,957.000000	\$0.00			\$0.00	\$0.00

0718027 - UTILITY VEHICLES, MIDSIZE
 FORD EXPLORER UTILITY SUV 4 DOOR
 MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.
 7-PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".
 WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.
 MINIMUM 4 CYLINDER ENGINE
 AUTOMATIC TRANSMISSION
 DAYTIME RUNNING LIGHTS
 REAR VIEW CAMERA
 MINIMUM GROUND CLEARANCE 7.75"
 MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD

MODEL: EXPLORER

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

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO
 NO LONGER AVAILABLE - FORD RANGER TRUCK
 No Longer Available.

MAKE: FORD

MODEL: RANGER

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

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT
 VEHICLE OPTIONS
 VEHICLE OPTIONS:
 TO BE BILLED AT DEALER INVOICE PRICING.

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

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
 VEHICLE DELIVERY
 VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

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

	Document Phase	Document Description	Page 3
200000000221	Final	MA-NON-ALTERNATIVE FUEL VEHICLES - T191	Total Pages: 11

Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions:

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

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/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 qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

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

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

Bid number not on envelope/package/box

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

Bid responses received late

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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 (Effective March 1, 2021 Subscriptions will no longer be required)

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

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

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

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

Certification Pursuant to Act no. 2006-557

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

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

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

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

Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors. (Effective March 1, 2021 Subscriptions will no longer be required.)

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In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)

Communication during Solicitation Process

There shall be no communication between vendors and the State agency requisitioning the good(s) or service(s) from the time the solicitation is published until the award is posted as final. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the Vendor and the requisitioning State agency must come through the Division of Purchasing buyer administering the solicitation. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

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.

Intent to Award

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

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid's (RFBs) provided the response meets all bid requirements.

Internet Website Link's

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

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Bid Reponses and Bid Results

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

Foreign Corporation – Certificate of Authority

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

Alabama Preferred Vendor

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

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

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

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

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

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

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Award:

Award will be made by line (Vehicle) to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancellation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

Delivery charges:

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

In State Dealership:

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

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Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.

Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancelation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

Vehicles, Non-Alternative Fuel:

Production/close-out dates:

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Delivery/pick-up:

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must notify the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

Standard features and options:

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

All vehicles shall come equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed.

Options not listed as part of the awarded base vehicle must be sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, and must be sold at dealer invoice cost.

All vehicles being ordered with additional options beyond those shown on the base vehicle contract line must have a quote from the awarded vendor showing the options code and dealer invoice price.

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Vehicles sold under this contract must be free of dealership logos, decals, or advertising.

Colors:

Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

Passenger vans disclaimer:

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

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

Ordering process:

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

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.

Manufacturer, Stock/Model numbers:

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

Descriptive literature:

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.

Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Firm Pricing:

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

OPTIONS PRICING:

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

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Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

PURPOSE:

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

Quantity:

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ELECTRONIC PAYMENT

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Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

MANDATORY PRE-BID CONFERENCE:

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: February 13, 2020

TIME: 9:00 am

PLACE: State Purchasing

100 North Union Street, Suite 192

Montgomery, AL 36104



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 210000000075

NOT TO EXCEED AMOUNT:

Begin Date: 11/12/2020

Procurement Folder: 1155201

Expiration Date: 11/12/2022

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 11/19/21

Version Number: 2

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

MA - STATE OF ALABAMA VEHICLES

STATE OF ALABAMA VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$25,841.000000	\$0.00			\$0.00	\$0.00
0720225 - TRUCK, PICKUP, FULL SIZE, EXTENDED CAB, 5 PASSENGER, GASOLIN FORD F150 1/2 TON CREW CAB 2WD 1/2 TON CREW CAB 2WD, FULL FOUR DOORS SHORT BED. EQUIPPED WITH THE MINIMUM SPECIFICATIONS: 8-CYLINDER ENGINE WHEELBASE: MINIMUM 144" - 148" MAXIMUM 4-WHEEL ANTI LOCK BRAKES AUTOMATIC TRANSMISSION BLUETOOTH, AC/HEAT, AM/FM RADIO REAR VIEW CAMERA CLASS IV TRAILER HITCH WITH 4 / 7 PIN CONNECTOR. HD COOLING COMPONENTS CRUISE CONTROL, TILT STEERING WHEEL, POWER WINDOWS, DOOR LOCKS, KEYLESS ENTRY. ALL STANDARD FEATURES. MAKE:_FORD MODEL:_F150								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
07190 - Vans, Cargo No Longer Available No Longer Available								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$28,769.000000	\$0.00			\$0.00	\$0.00
0720225 - TRUCK, PICKUP, FULL SIZE, EXTENDED CAB, 5 PASSENGER, GASOLIN FORD F250 3/4 TON EXTENDED CAB 4WD 3/4 TON EXTENDED CAB 4WD STANDARD BED. EQUIPPED WITH THE MINIMUM SPECIFICATIONS: 8-CYLINDER ENGINE WHEELBASE: MINIMUM 147" - 150" MAXIMUM 4-WHEEL ANTI LOCK BRAKES AUTOMATIC TRANSMISSION BLUETOOTH, AC/HEAT, AM/FM RADIO REAR VIEW CAMERA CLASS IV TRAILER HITCH WITH 4 / 7 PIN CONNECTOR. HD COOLING COMPONENTS CRUISE CONTROL, TILT STEERING WHEEL, POWER WINDOWS, DOOR LOCKS, KEYLESS ENTRY. ALL STANDARD FEATURES. MAKE:_FORD MODEL:_F250 CAN BE OPTIONED UP TO LONG BED AND DIESEL.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		\$0.000000	\$0.00			\$0.00	\$0.00
07100 - AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS, INCLUDING DIESEL, OPTIONAL EQUIPMENT OPTIONAL EQUIPMENT TO BE INVOICED AT DEALER COST,								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		\$0.000000	\$0.00			\$0.00	\$0.00
96286 - Transportation of Goods, Shipping and Handling, and Other Fr VEHICLE DELIVERY								

COMMODITY / SERVICE INFORMATION

DELIVERY OF VEHICLES.

PLEASE REFER TO SPECIFICATION SHEET FOR DETAILS.

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

Approved:

**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

Final

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Authority:

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

Choice of Law; Venue:

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

Not to Constitute a Debt of the State:

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

Bid Response Instructions:

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

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

Bid rejection:

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

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

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

Bid number not on envelope/package/box

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

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

Certification Pursuant to Act no. 2006-557

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

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

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

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

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

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In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Communication during Solicitation Process

There shall be no communication between vendors and the State agency requisitioning the good(s) or service(s) from the time the solicitation is published until the award is posted as final. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the Vendor and the requisitioning State agency must come through the Division of Purchasing buyer administering the solicitation. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

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.

Intent to Award

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

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid's (RFBs) provided the response meets all bid requirements.

Internet Website Link's

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

Product Delivery, Receiving and Acceptance

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

Sales Tax Exemption

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

Invoices

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

Bid Responses and Bid Results

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

Foreign Corporation – Certificate of Authority

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

Alabama Preferred Vendor

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

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

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

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

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

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

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Award:

Award will be to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle. See provided **SAMPLE** life cycle cost form.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancelation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

Delivery charges:

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

In State Dealership:

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th
January, February, March – Due by April 20th
April, May, June – Due by July 20th
July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

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The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancellation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

Vehicles, Non-Alternative Fuel:

Production/close-out dates:
This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Delivery/pick-up:
If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must fax the delivery notification to the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

Standard features and options:
"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

All vehicles shall come equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed.

Options not listed as part of the awarded base vehicle must be sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, and must be sold at dealer invoice cost.

All vehicles being ordered with additional options beyond those shown on the base vehicle contract line must have a quote from the awarded vendor showing the options code and dealer invoice price.

Vehicles sold under this contract must be free of dealership logos, decals, or advertising.

Colors:
Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

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Passenger vans disclaimer:

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

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

Ordering process:

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

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.

Manufacturer, Stock/Model numbers:

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

Descriptive literature:

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Firm Pricing:

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

OPTIONS PRICING:

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost.

Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

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When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

PURPOSE:

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

* Note: Vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

Quantity:

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ELECTRONIC PAYMENT

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

PRE-BID CONFERENCE:

There will be a pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the pre-bid conference. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time,

	Document Phase	Document Description	Page 12
210000000075	Final	MA - STATE OF ALABAMA VEHICLES	Total Pages: 12

vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Pre-Bid Conference will be as follow:

DATE: September 8, 2020

TIME: 9:30 am

PLACE: Alabama Department of Transportation Central Office

1409 Coliseum Blvd.

Conference Rooms 7 & 8

Montgomery, AL 36110

Parking is available the North Parking lot closest to the loading dock. Entry will be through the glass doors located on the Northwest Corner of the building. ALDOT security will sign in all visitors.

In addition, if you are unable to attend the Pre-Bid Conference in person, you may use our Audio Conference System. Details are Below:

Dial-in Info: +1 (334)-353-6333

Participant Code: 467-098-17

Link: <http://10.150.254.51/conference/46709817>



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Metalcraft Marine US Inc for one Firestorm 43ft rapid response fire boat for MFRD.

DHS Port Security Grant.

Amount of Contract:

\$1,257,312.16

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220601 Metalcraft Agenda Package POs	Cover Memo	6/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 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>1788</u>	2022	(1510) FIRE ADMINISTRATION	FIRESTORM 43FT RAPID RESPONSE FIRE BOAT (GSA CONTRACT/RFP 5650)	\$1,257,312.16	<u>(295604)</u> <u>METALCRAFT</u> <u>MARINE US, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001788-00 FY 2022 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Released	Page 1
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Vendor METALCRAFT MARINE US INC 583 BROADWAY ST EAST CAPE VINCENT, NY 13618 Tel#800-410-8464 Fax 613-542-6515	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/21	295604				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	Rapid Response Fireboat as per my RFP 5650, and your responsive proposal dated March 12, 2022, as amended dated May 25, 2022. Vendor to provide MetalCraft FireStorm 43/44MK II CBRNE-resistant rapid response fireboat to include design, construction, delivery and warranty support. Additional Description Notes	1.00 EACH	1257312.16000	1257312.16

Pricing and terms per GSA Contract 47QSWA20D000E, as supplemented by your proposal.

Payment terms (upon presentation of Invoice and City confirmation of work completion):

- 10% Initial payment
- 20% Receipt of Cut Parts
- 30% Completion of Metal Structure
- 30% Delivery & Installation of Engine and Drive Line
- 10% Final Acceptance

THERE SHALL BE NO CHANGES TO THIS PURCHASE ORDER WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE, AND SUCH CHANGE WILL BE ACCOMPANIED BY A WRITTEN PURCHASE OR DEMOTED BY A "-01, -02, -03, ETC."- FOLLOWING THE EIGHT (8) DIGIT PURCHASE ORDER NUMBER.

NO FIREFIGHTER, DRIVER, CAPTAIN, BOAT CAPTAIN, DISTRICT CHIEF, ASSISTANT CHIEF OR CHIEF OF DEPARTMENT FIRE MECHANIC, FIRE MECHANIC SUPERVISOR, OR

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001788-00 FY 2022 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Released	Page 2
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Vendor METALCRAFT MARINE US INC 583 BROADWAY ST EAST CAPE VINCENT, NY 13618 Tel#800-410-8464 Fax 613-542-6515	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/21	295604				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	GARAGE SUPERVISOR, HAS THE AUTHORITY NOR PERMISSION TO COMMIT THE CITY TO ANY CHANGES OR ADDITIONAL EXPENSE BEYOND THE SCOPE OF THIS PURCHASE ORDER.			

THE ONLY PERSON TO APPROVE ANY CHANGES IS THE PURCHASING AGENT OF THE CITY OF MOBILE, THERE WILL BE NO DELEGATION OF AUTHORITY TO ANY OTHER CITY EMPLOYEE. ALL CHANGES WILL BE DONE VIA A WRITTEN PURCHASE ORDER.

ANY CHANGES MADE OUTSIDE OF THESE CONDITIONS, WILL BE DONE AT THE SOLE EXPENSE OF THE VENDOR.
Vendor Item

1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT21.CAPEQUIPMT.			1257312.16
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

[Requisition Link](#)

Requisition Total	1257312.16
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001788-00 FY 2022 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Released
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Page 3

Vendor
 METALCRAFT MARINE US INC
 583 BROADWAY ST EAST

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

CAPE VINCENT, NY 13618

Tel#800-410-8464
 Fax 613-542-6515

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
11/04/21	295604				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E G-PDPORT21.CAPEQUIPMT.		1257312.16	61198.96

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47010.	1257312.16	2599770.64
PORT SECURITY GRANT EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Cancelled	05/26/22	DONALD ROSE	GL Allocation changed
Approved	11/05/21	TAYLOR HARRIS	
Approved	11/05/21	NANCY NGUYEN	Auto approved by: 910518653
Approved	11/05/21	RANDY THREADGILL	Auto approved by: 910518653
Approved	05/27/22	TAYLOR HARRIS	Auto approved by: 910519482
Approved	05/27/22	NANCY NGUYEN	Auto approved by: 910519482
Approved	05/27/22	TRAVIS MARSHALL	
Approved	05/27/22	RANDY THREADGILL	Auto approved by: 910519482
Queued	05/27/22	DONNA MICHELE STANLEY	Auto approved by: 910519482
Queued	05/27/22	DONALD ROSE	Auto approved by: 910519482
Queued	05/27/22	SANDRA LEWIS	Auto approved by: 910519482
Queued	05/27/22	JOHN PAINE	Auto approved by: 910519482

Authorized By: _____ Date: _____
 Signature

MFRD Fire Boat RFP 5650 - Scoring

METAL SHARK

Category	Weighting Factor	Weighted Score (Raw Score x Weighting)	Comments
Qualifications & Experience (100 points)	30%	22	Experienced, established builder for government purposes. Has built two comparable boats. Not a long track record in fireboat construction. Mixed reviews from references.
Vessel Design (100 points)	30%	25	Good overall – met design parameters. Narrow walkways around cabin. Less deck space available.
Schedule, Construction, and Delivery Plan (100 points)	10%	10	300-365 build time – quick. Good schedule breakdown. Good delivery plan.
Warranty and Support (100 points)	20%	14	Warranty: 1 year complete; 2 year engine; 2 year transmission; 3 year pumps. Average warranty support.
Pricing (100 points)	10%	8.3	\$1,249,908.07 – within and near target, slightly higher pricing.
Total (Column Sum)	X	79.3	

METALCRAFT

Category	Weighting Factor	Weighted Score (Raw Score x Weighting)	Comments
Qualifications & Experience (100 points)	30%	30	Extensive experience specifically in this class of fireboats. 118 references on previous fireboats over 20 years. Very good previous customer references.
Vessel Design (100 points)	30%	29	Good design – met design parameters. Excellent quality bronze Darley TSF 2000 pumps. Larger deck space; wider walkways a plus for crew operations.
Schedule, Construction, and Delivery Plan (100 points)	10%	7.7	Good schedule breakdown with 18 month expected delivery. Good delivery plan; longer but reasonable build time.
Warranty and Support (100 points)	20%	20	Warranty: 2 year complete; 6year/7K hour engine; 3 year transmission; 6 years on pumps.
Pricing (100 points)	10%	10	\$1,220,739.66 – within and near target. Slightly better overall value.
Total (Column Sum)	X	96.7	

RFP Submission Requirements and Scoring Areas

3. RFP SUBMISSIONS

Responses must be submitted to arrive by the due date indicated at the beginning of this RFP, and shall include the following information, presented in this order.

3.1. Cover Letter. On firm letterhead, please identify the company name, principal contact, providing the name, title, street address, email address, and phone number as well as all persons authorized to represent the respondent. Please include a description of your company and any reservations or comments regarding this RFP. If you have standard license agreements, disclosures, or contract terms, please reference them here and include them as enclosures.

3.2. Qualifications and Experience. Provide the information regarding your team, your construction facility and processes, and other similar rapid response vessels that you have built and delivered.

3.2.1. Leadership and Operating Team. Provide a list of at least five similar representative vessels you've built, including description and photo, when it was delivered, and your customer's name and point of contact.

3.2.2. Relevant Strengths. Provide any special efficiencies, processes, or materials, or performance advantages associated with your design, production, delivery, or support.

3.2.3. Subcontractors and Major Suppliers. Provide information on your major suppliers or subcontractors, with special recognition of disadvantaged business enterprises you use or intend to use for this project. Complete the City of Mobile Major Supplier and Subcontractor worksheet in Exhibit B and include it with this section.

3.3. Your Proposed Vessel. Tell us about the vessel you are proposing:

3.3.1. Complete the specifications checklist in Exhibit A, including a supplementary list of NFPA 1925 (2018) Type IV requirements.

3.3.2. Provide preliminary design drawings, diagrams, material data sheets and test reports, as applicable.

3.3.3. Describe any unique and important qualities or features incorporated into the product which set it apart from the other available products and the reasons for submitting the product model selected for consideration and a description of why this product will meet the needs of the MFRD.

3.3.4. Describe any patents, copyrights, or licensing agreements applicable to the product.

3.3.5. Describe the commercial availability of the product model selected, including but not limited to Federal General Services Administration (GSA) Contracts, H-GAC cooperative purchasing program, open market resellers, partnerships, and/or distributors.

3.4. Schedule, Construction and Delivery Plan. Provide an estimated timeline for the design, fabrication, and delivery for the proposed rapid response fire boat submitted for consideration by the MFRD in response to this RFP. Indicate how you intend to provide construction updates, your delivery process, including sea trials, and training process.

3.5. Warranty & Support. Describe your warranty for the vessel and its components, and how you will provide technical assistance, maintenance, and support. Provide the maintenance service intervals for key components, and any recommendation on how the City should complete extended maintenance or how proposer could provide extended maintenance services. Please also describe whether your maintenance plan maintains digital records and schedules that could be compatible with the City's NEXGEN Asset Management software.

3.6. Price and Contract Terms. Provide a comprehensive price list for the proposed vessel, compliant with GSA or cooperative pricing clearly referencing the GSA or cooperative contract you are using. Include pricing for optional items

and service plan, warranty, or extended warranty or maintenance options. Include any prepayment, partial payment, or discount options, and itemize any inclusive or separately billed travel for City or contractor representatives.

4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:

4.7.1. Qualifications and Experience: Previous technical experience and competence for both the company and key personnel assigned to this project with respect to vessel construction generally and specific to the fireboat sought by this RFP. Feedback from referenced previous customers may be used to score this category. Capacity to produce a quality vessel and provide support. Subcontractor and Major Supplier plan.

Scoring Method: 0-100 Points

Weight (Points): 30% of Total

4.7.2. Vessel's Design: Compliance with the required specifications and any enhanced performance features offered. Quality of workmanship, materials, and equipment.

Scoring Method: 0-100 Points

Weight (Points): 30% of Total

4.7.3. Schedule, Construction, Delivery Plan: The Proposer's plan to complete the design and execute the project to completion on or before the date specified by the proposer.

Scoring Method: 0-100 Points

Weight (Points): 10% of Total

4.7.4. Warranty and Support: Warranty terms for the vessel and components used to outfit the vessel to include procedures and guaranteed response times. Extended maintenance schedule and requirements, and proposed plan for City to complete, to include any proposal for proposer to provide extended maintenance services.

Scoring Method: 0-100 Points

Weight (Points): 20% of Total

4.7.5. Pricing: Proposers shall include an itemized pricing proposal to include design, manufacturing, delivery, training and warranty. Proposers shall include pricing to cover the cost for travel expenses, lodging and meals for two MFRD representatives to be present during sea trials. Pricing will be evaluated objectively as multiple factors constitute value.

Scoring Method: 0-100 Points

Weight (Points): 10% of Total.



CITY OF MOBILE
REQUEST FOR PROPOSALS
RFP 5650



CBRNE-RESISTANT RAPID RESPONSE FIREBOAT
CITY OF MOBILE ALABAMA FIRE RESCUE DEPARTMENT

The City of Mobile is seeking proposals for design, construction, delivery and warranty support of a Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) resistant rapid-response fireboat.

Written Proposals Due: **5:00 pm, March 8, 2022**

Optional Pre-Proposal Conference Call **9:00 am, February 17, 2022**

US Mail Address

RFP 5650
City of Mobile
Procurement Department
PO Box 1948
Mobile, AL 36633

Package & Hand Delivery:

RFP 5650
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower, Room 408S
Mobile, AL 36644

Questions due to Purchasing@CityofMobile.org: **seven calendar days prior to proposal due date.**

Proposals must be submitted in a sealed envelope with at least one signed original and one electronic copy (CD or thumb-drive). The outside of the envelope must be marked "City of Mobile RFP 5650."

The full contents of the Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at <http://www.cityofmobile.org/bids>.

To ensure you are sent the latest information regarding this request, you may, but are not required to, register as an interested respondent by submitting your e-mail contact information to Purchasing@CityofMobile.org. The City will distribute any amendments or addenda by email, as well as posting on the City bid page.

1. GENERAL INFORMATION

- 1.1. The City of Mobile ("City") is soliciting proposals for the design, construction, delivery, and support of a CBRNE-equipped, rapid-response fireboat for the Mobile Fire-Rescue Department (MFRD). Proposers must hold a current General Services Administration (GSA) or other Alabama-Examiner-of-Public-Accounts-

approved cooperative (“cooperative”) purchasing contract for such a boat, and are to quote pricing and contract terms consistent with or exceeding those of the GSA or cooperative contract.

- 1.2. The MFRD is responsible for fire suppression and rescue activities within the Port of Mobile, Northwest Mobile Bay, and its tributaries. The MFRD currently operates two vessels: a 40’ fireboat, and a 28’ rigid hull inflatable rescue boat.
- 1.3. The MFRD seeks to replace its 40’ fireboat through the addition of one equivalent size, or larger, CBRNE-equipped, rapid-response fireboat and is seeking proposals in the design, fabrication, and delivery of a new rapid response fireboat.
- 1.4. Internal analysis of the MFRD’s needs and experience in marine fire suppression have allowed the MFRD to develop general characteristics of the size and capabilities of the rapid response fireboat.
- 1.5. This contract is being funded in whole or part with a Federal Port Security Grant, and so the contract terms required by 2 CFR 200 are incorporated into the terms of this RFP and will be included in any purchase documents. Those specific terms can be found in Exhibit A to this RFP.

2. SPECIFICATIONS.

- 2.1. All fireboat proposals shall be NFPA 1925 (2018 edition) Type IV compliant in all categories unless otherwise noted.
- 2.2. Size and capacity requirements:
 - 2.2.1. Size: 40’ or greater length overall.
 - 2.2.2. Speed: 35 knots or greater (fully loaded with fuel and standard equipment).
 - 2.2.3. Propulsion: Two diesel inboard engines powering jet drives.
 - 2.2.4. Fire Pumps: Two marine grade pumps powered by a power-take-off (PTO) from propulsion engines.
 - 2.2.5. Fire Pump Capacity: Both pumps shall be rated at a minimum of 2,000 gallons per minute at 150 psi for a total rated capacity of at least 4,000 gallons per minute at 150 psi.
 - 2.2.6. Firefighting foam capacity: two 5-gallon AFFF square totes which will utilize a 1 ½” inline proportioner (customer supplied). The foam metrics described in NFPA 1925 (2018) 7.1.3 have been pre-determined with the customer’s choice of proportioner.
 - 2.2.7. Fuel Capacity: 300 gallons minimum.
- 2.3. General Functional Requirements:
 - 2.3.1. Chemical, biological, radiological, nuclear, explosive (CBRNE) response capability which includes cabin positive pressure and air filtration (foil tape to

- seal openings is permissible).
- 2.3.2. CBRNE detection to include MultiRAE Pro and Lorus Mini Rad, or equivalent. The detection systems must be capable of operation from inside a closed cabin. A sampling port with hose(s) in the cabin meets this requirement.
 - 2.3.3. Three standalone 5" Stortz-coupler discharges (1 bow, 2 stern). Stern discharges are to have movable 90-degree elbows. There shall be manual valves controlling each discharge.
 - 2.3.4. Three manual master stream turrets. One turret shall be located on or near the bow with an 18" Task Force Tips Extend-A-Gun, or equivalent. The remaining two turrets shall be located on the port and starboard side, aft of amidships. There shall be manual valves controlling each turret.
 - 2.3.5. Two gated brass wye fittings with 2 ½" discharges (one located with each aft amidships master stream).
 - 2.3.6. Convenient means of access/egress to the water for repeated entry to facilitate water rescue. This may be a well deck, swim platform or some other design.
- 2.4. General Hull and Structural Characteristics:
- 2.4.1. Vertical push knee with rubber fendering.
 - 2.4.2. Enclosed pilot house with two forward-facing individual shock-mitigating conning seats and two rows of bench seating aft sufficient to carry 6 total crew. Each bench seat to be large enough and capable to accommodate and secure a body backboard with patient.
 - 2.4.3. Inside storage for four 50' lengths of rolled 2 ½" hose, eight 50' lengths of rolled 1 ¾" hose, and two 25' lengths of rolled 5" LDH hose with Stortz couplings (customer supplied).
 - 2.4.4. Inside storage for two backboards and a folding stainless steel Stokes litter (vendor supplied).
 - 2.4.5. Forward cuddy hatch accessible from pilot house.
 - 2.4.6. Zip Wake automated trim tabs, or equivalent.
 - 2.4.7. Sacrificial hull anodes with galvanic isolator and anti-corrosion meter.
 - 2.4.8. Stern mounted, removable dive ladder.
 - 2.4.9. Wrap around solid foam Wing collar, Gilman fender, rub rail, or equivalent.
 - 2.4.10. Aft swim platform.
 - 2.4.11. Tow post forward of the swim platform.
- 2.5. General Auxiliary Systems:
- 2.5.1. HVAC system (if the system does not have windshield defrost capability, a heated windshield(s) shall be supplied).
 - 2.5.2. Anti-fouling bottom paint.
 - 2.5.3. Sea Deck, or equivalent, non-skid on main deck.
 - 2.5.4. Integrated self-contained toilet in V-birth. The sink listed in NFPA 1925 (2018) section 15.2 shall be deleted.
 - 2.5.5. Both fresh and salt water wash down capability with a freshwater holding

tank.

2.5.6. Automatic bilge pumps with an audible bilge alarm.

2.5.7. Engine room fire suppression system capable of both automatic and manual activation as well as audible alarm.

2.6. General Electrical System Requirements:

2.6.1. Engine powered inverter or generator of sufficient power to run the vessel HVAC, electronics, and accessories.

2.6.2. Shore power for battery maintainers and on-board dehumidifier with cord.

2.6.3. LED Emergency warning lights, interior/exterior illumination, and spotlight.

2.6.4. LED underwater lights at stern.

2.6.5. Interior and exterior 120V outlets.

2.7. General Command and Control System Requirements:

2.7.1. Raymarine AXIOM Pro package 12 with two 12" displays, dome radar, GPS antenna, heading sensor, side scan, 3D imaging, and Chirp-sounding/dual sensor. Any proposed Raymarine products must meet or exceed what is listed in this package.

2.7.2. Raymarine AIS5000 with Blueforce tracking and encrypted text messaging.

2.7.3. FLIR M364C with JCU-2 controller.

2.7.4. Two marine VHF radios with antenna.

2.7.5. Single Harris XL-200m Multiband (customer supplied) with antenna shall be installed by the vendor.

2.7.6. EPIRB

2.7.7. Blue Arrow, or equivalent, vessel control system.

2.8. Additional Details:

2.8.1. Maximum total price of \$1,250,000.00 on GSA schedule.

2.8.2. Any proposed vessel shall be of a proven design. The proposer must have built a minimum of 5 NFPA 1925 Type III or IV compliant fireboats of the design and size proposed within the last five years. These 5 vessels must be of a similar configuration and capability as the vessel proposed. The proposer is to provide a list of vessels built which meet this requirement. The list shall include detailed vessel descriptions, photographs, and user points-of-contact for verification purposes.

2.8.3. The personnel training provided by the manufacturer and described in NFPA 1925 (2018) section 8.1 shall consist of three days in Mobile, AL to cover all three MFRD shifts of assigned boat crews.

2.8.4. The medical and first aid equipment described in NFPA 1925 (2018) section 10.6 and 15.13 shall be customer supplied.

2.8.5. Price must include delivery to customer's location and training.

3. RFP SUBMISSIONS

Responses must be submitted to arrive by the due date indicated at the beginning of

this RFP, and shall include the following information, presented in this order.

- 3.1. Cover Letter. On firm letterhead, please identify the company name, principal contact, providing the name, title, street address, email address, and phone number as well as all persons authorized to represent the respondent. Please include a description of your company and any reservations or comments regarding this RFP. If you have standard license agreements, disclosures, or contract terms, please reference them here and include them as enclosures.
- 3.2. Qualifications and Experience. Provide the information regarding your team, your construction facility and processes, and other similar rapid response vessels that you have built and delivered.
 - 3.2.1. Leadership and Operating Team. Provide a list of at least five similar representative vessels you've built, including description and photo, when it was delivered, and your customer's name and point of contact.
 - 3.2.2. Relevant Strengths. Provide any special efficiencies, processes, or materials, or performance advantages associated with your design, production, delivery, or support.
 - 3.2.3. Subcontractors and Major Suppliers. Provide information on your major suppliers or subcontractors, with special recognition of disadvantaged business enterprises you use or intend to use for this project. Complete the City of Mobile Major Supplier and Subcontractor worksheet in **Exhibit B** and include it with this section.
- 3.3. Your Proposed Vessel. Tell us about the vessel you are proposing:
 - 3.3.1. Complete the specifications checklist in **Exhibit A**, including a supplementary list of NFPA 1925 (2018) Type IV requirements.
 - 3.3.2. Provide preliminary design drawings, diagrams, material data sheets and test reports, as applicable.
 - 3.3.3. Describe any unique and important qualities or features incorporated into the product which set it apart from the other available products and the reasons for submitting the product model selected for consideration and a description of why this product will meet the needs of the MFRD.
 - 3.3.4. Describe any patents, copyrights, or licensing agreements applicable to the product.
 - 3.3.5. Describe the commercial availability of the product model selected, including but not limited to Federal General Services Administration (GSA) Contracts, H-GAC cooperative purchasing program, open market resellers, partnerships, and/or distributors.
- 3.4. Schedule, Construction and Delivery Plan. Provide an estimated timeline for the design, fabrication, and delivery for the proposed rapid response fire boat

submitted for consideration by the MFRD in response to this RFP. Indicate how you intend to provide construction updates, your delivery process, including sea trials, and training process.

- 3.5. Warranty & Support. Describe your warranty for the vessel and its components, and how you will provide technical assistance, maintenance, and support. Provide the maintenance service intervals for key components, and any recommendation on how the City should complete extended maintenance or how proposer could provide extended maintenance services. Please also describe whether your maintenance plan maintains digital records and schedules that could be compatible with the City's NEXGEN Asset Management software.
- 3.6. Price and Contract Terms. Provide a comprehensive price list for the proposed vessel, compliant with GSA or cooperative pricing clearly referencing the GSA or cooperative contract you are using. Include pricing for optional items and service plan, warranty, or extended warranty or maintenance options. Include any prepayment, partial payment, or discount options, and itemize any inclusive or separately billed travel for City or contractor representatives.

4. METHOD OF SELECTION

- 4.1. Proposals should be prepared simply, providing a straightforward, concise description of your ability to satisfy the requirements of the RFP, and organized as described in Section 3.
- 4.2. The City reserves the right to request at any time that the Proposer modify a proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures or in any submission.
- 4.3. All submissions shall become the property of the City, and the City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFP should be assumed to be potentially subject to public disclosure.
- 4.4. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.

- 4.5. The City will conduct an evaluation of all submitted proposals by a designated selection team. The City may conduct interviews as part of the evaluation process.
- 4.6. The City intends to select the proposal that presents the best value and most capable product meeting the City's price constraints and specifications. As part of the evaluation process, the City, at its sole discretion, may select multiple higher-scoring proposals for further development, clarification, and competitive reconsideration.
- 4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:
- 4.7.1. Qualifications and Experience: Previous technical experience and competence for both the company and key personnel assigned to this project with respect to vessel construction generally and specific to the fireboat sought by this RFP. Feedback from referenced previous customers may be used to score this category. Capacity to produce a quality vessel and provide support. Subcontractor and Major Supplier plan.
Scoring Method: 0-100 Points
Weight (Points): 30% of Total
- 4.7.2. Vessel's Design: Compliance with the required specifications and any enhanced performance features offered. Quality of workmanship, materials, and equipment.
Scoring Method: 0-100 Points
Weight (Points): 30% of Total
- 4.7.3. Schedule, Construction, Delivery Plan: The Proposer's plan to complete the design and execute the project to completion on or before the date specified by the proposer.
Scoring Method: 0-100 Points
Weight (Points): 10% of Total
- 4.7.4. Warranty and Support: Warranty terms for the vessel and components used to outfit the vessel to include procedures and guaranteed response times. Extended maintenance schedule and requirements, and proposed plan for City to complete, to include any proposal for proposer to provide extended maintenance services.
Scoring Method: 0-100 Points
Weight (Points): 20% of Total
- 4.7.5. Pricing: Proposers shall include an itemized pricing proposal to include design, manufacturing, delivery, training and warranty. Proposers shall include

pricing to cover the cost for travel expenses, lodging and meals for two MFRD representatives to be present during sea trials. Pricing will be evaluated objectively as multiple factors constitute value.

Scoring Method: 0-100 Points

Weight (Points): 10% of Total.

- 4.8. The City reserves the right to reject any or all proposals, or to indefinitely extend this proposal opportunity.
- 4.9. Questions regarding this RFP must be sent by E-mail to Purchasing@CityofMobile.org, not later than seven calendar days before proposals are due. The City will post replies to questions received by addendum at www.CityofMobile.org/bids , and by specific notice to any person that sends an email to Purchasing@CityofMobile.org requesting notices regarding this RFP. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- 4.10. The City will hold a **pre-proposal conference call** on **February 17, 2022, at 11:00 am local Mobile time**. Firms interested in participating in the call must send an email to Purchasing@CityofMobile.org for call in information.

EXHIBITS: A Specification checklist – complete and submit with proposal.
B Major Supplier and Subcontractor Plan
C Standard Federal Clauses



EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.1 All fireboat proposals shall be NFPA 1925 (2018 edition) Type IV compliant in all categories unless otherwise noted. (SUBMIT A SEPARATE LIST OF NFPA 1925 TYPE IV REQUIREMENTS AND INDICATE WHETHER YOUR VESSEL COMPLIES WITH EACH LISTED REQUIREMENT).		
2.2 Size and capacity requirements:	XXXX	
2.2.1 Size: 40' or greater length overall.		
2.2.2 Speed: 35 knots or greater (fully loaded with fuel and standard equipment).		
2.2.3 Propulsion: Two diesel inboard engines powering jet drives.		
2.2.4 Fire Pumps: Two marine grade pumps powered by PTO from propulsion engines		
2.2.5 Fire Pump Capacity: Both pumps shall be rated at a minimum of 2,000 gallons per minute at 150 psi for a total rated capacity of at least 4,000 gallons per minute at 150 psi.		



EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.2.6 Firefighting foam capacity: two 5-gallon AFFF square totes which will utilize a 1 ½" inline proportioner (customer supplied). The foam metrics described in NFPA 1925 (2018) 7.1.3 have been pre-determined with the customer's choice of proportioner.		
2.2.7 Fuel Capacity: 300 gallons minimum.		
2.3 General Functional Requirements	XXXX	
2.3.1 Chemical, biological, radiological, nuclear, explosive (CBRNE) response capability which includes cabin positive pressure and air filtration (foil tape to seal openings is permissible).		
2.3.2 CBRNE detection to include MultiRAE Pro and Lorus Mini Rad, or equivalent. The detection systems must be capable of operation from inside a closed cabin. A sampling port with hose(s) in the cabin meets this requirement.		
2.3.3 Three standalone 5" Stortz discharges (1 bow, 2 stern). Stern Stortz are to have movable 90-degree elbows. There shall be manual valves controlling each discharge		



EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.3.4 Three manual master stream turrets. Bow turret shall be an 18" TFT Extend-A-Gun, or equivalent. The remaining two turrets shall be located on the port and starboard side, aft of amidships. There shall be manual valves controlling each turret.		
2.3.5 Two gated brass wye fittings with 2 ½" discharges (one located with each aft amidships master stream).		
2.3.6 Convenient means of access/egress to the water for repeated entry to facilitate water rescue.		
2.4 General Hull and Structural Characteristics:	XXXX	
2.4.1 Vertical push knee with rubber fendering.		
2.4.2 Enclosed pilot house with two forward-facing individual shock-mitigating conning seats and two rows of bench seating aft sufficient to carry 6 total crew. Each bench seat to be large enough and capable to accommodate and secure a body backboard with patient.		



EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.4.3 Inside storage for four 50' lengths of rolled 2 ½" hose, eight 50' lengths of rolled 1 ¾" hose, and two 25' lengths of rolled 5" LDH hose with stortz couplings (customer supplied).		
2.4.4 Inside storage for two backboards and a folding stainless steel stokes litter (vendor supplied).		
2.4.5 Forward cuddy hatch accessible from pilot house.		
2.4.6 Zip Wake automated trim tabs, or equivalent.		
2.4.7 Sacrificial hull anodes with galvanic isolator and anti-corrosion meter.		
2.4.8 Stern mounted, removable dive ladder.		
2.4.9 Wrap around solid foam Wing collar, Gilman fender, rub rail, or equivalent.		
2.4.10 Aft swim platform.		
2.4.11 Tow post forward of the swim platform.		
2.5 General Auxiliary Systems:	XXXXX	
2.5.1 HVAC system (if the system does not have windshield defrost capability, heated windshield(s) shall be supplied).		



EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.5.2 Anti-fouling bottom paint.		
2.5.3 Sea Deck, or equivalent, non-skid on main deck.		
2.5.4 Integrated self-contained toilet in V-birth. The sink listed in NFPA 1925 (2018) section 15.2 shall be deleted.		
2.5.5 Both fresh and salt water wash down capability with a freshwater holding tank.		
2.5.6 Automatic bilge pumps with an audible bilge alarm.		
2.5.7 Engine room fire suppression system capable of both automatic and manual activation as well as audible alarm.		
2.6 General Electrical System Requirements:	XXXX	
2.6.1 Engine powered inverter or generator of sufficient power to run the vessel HVAC, electronics, and accessories.		
2.6.2 Shore power for battery maintainers and on-board dehumidifier with cord.		
2.6.3 LED Emergency warning lights, interior/exterior illumination, and spotlight.		



EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.6.4 LED underwater lights at stern.		
2.6.5 Interior and exterior 120V outlets.		
2.7 General Command and Control System Requirements:	XXXX	
2.7.1 Raymarine AXIOM Pro package 12 with two 12" displays, dome radar, GPS antenna, heading sensor, side scan, 3D imaging, and Chirp-sounding/dual sensor. Any proposed Raymarine products must meet or exceed what is listed in this package		
2.7.2 Raymarine AIS5000 with Blueforce tracking and encrypted text messaging.		
2.7.3 FLIR M364C with JCU-2 controller.		
2.7.4 Two marine VHF radios with antenna.		
2.7.5 Single Harris XL-200m Multiband (customer supplied) with antenna shall be installed by the vendor.		
2.7.6 EPIRB		
2.7.7 Blue Arrow, or equivalent, vessel control system.		



EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.8 Additional Details	XXXX	
2.8.1 Maximum total price of \$1,250,000.00 on GSA schedule. (LIST YOUR PRICE HERE AND ATTACH A SEPARATE BREAKDOWN)		
2.8.2 Any proposed vessel shall be of a proven design. The proposer must have built a minimum of 5 NFPA 1925 Type III or IV compliant fireboats of the design and size proposed within the last five years.		
2.8.3 The personnel training provided by the manufacturer and described in NFPA 1925 (2018) section 8.1 shall consist of three days in Mobile, AL to cover all three MFRD shifts of assigned boat crews.		
2.8.4 The medical and first aid equipment described in NFPA 1925 (2018) section 10.6 and 15.13 shall be customer supplied.	XXXX	
2.8.5 Price must include delivery to customer's location and training.		

EXHIBIT B Subcontractor, Major Supplier Form



City of Mobile
CBRNE Response Fireboat
RFP 5650



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

EXHIBIT B Subcontractor, Major Supplier Form



City of Mobile
CBRNE Response Fireboat
RFP 5650



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____

City of Mobile
CBRNE Response Fireboat
RFP 5650



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

/ /		Description
-----	--	-------------

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]

EXHIBIT B Subcontractor, Major Supplier Form



City of Mobile
CBRNE Response Fireboat
RFP 5650



OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

EXHIBIT B Subcontractor, Major Supplier Form



City of Mobile
CBRNE Response Fireboat
RFP 5650



OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



EXHIBIT C Standard Federal Clauses

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

C. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

D. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services



EXHIBIT C Standard Federal Clauses

or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.



EXHIBIT C Standard Federal Clauses

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.



EXHIBIT C Standard Federal Clauses

E. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the



EXHIBIT C Standard Federal Clauses

compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of



EXHIBIT C Standard Federal Clauses

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

F. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

G. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

H. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent



EXHIBIT C Standard Federal Clauses

to award, but prior to actual award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
 - (ii) The signature of the protestor or an authorized representative of the protestor;
 - (iii) Identification of the bid being protested;
 - (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - (v) The form of relief requested
- (b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.
- (c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

I. CODE OF CONDUCT

- (a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for



EXHIBIT C Standard Federal Clauses

the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

J. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by



EXHIBIT C Standard Federal Clauses

section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

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

M. INDEMNIFICATION.

(a) The Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

(b) The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.



EXHIBIT C Standard Federal Clauses

N. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required. Contractor shall take out and maintain during the life of the contract the following insurance:

(a) Worker's Compensation – Employers Liability Insurance. Statutory – amount of coverage as required by law of the place in which the work is performed.

(b) Comprehensive – General Liability Insurance

(i) Public Liability including premises, products, and complete operations.

Bodily injury liability

\$500,000 – each person

\$1,000,000 – each occurrence

(ii) Property damage liability

\$500,000 – each occurrence

Or, in lieu of 1 and 2 above,

(iii) Bodily injury and Property Damage combined

\$1,000,000 – single limit

(c) Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles

(i) Bodily injury liability

\$250,000 – each person

\$1,000,000 – each occurrence

(ii) Property damage liability

\$500,000 – each occurrence

Or, in lieu of a and b above,

(iii) Bodily injury and property damage combined

\$1,000,000.



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sound Associates Inc for amplifiers, speakers, and monitors for the Saenger Theatre.

Federal American Rescue Plan Shuttered Venue Operators Grant

Amount of Contract:

\$138,188.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220601 Sound Agenda Package POs	Cover Memo	6/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3679</u>	2022	(2590) GRANT MANAGEMENT	12 CROWN IT-4X3500 AMPLIFIERS, 8 JBL VTX M20 MONITORS, 4 JBL VERTEC 4886 STAGE LINE ARRAY SPEAKERS FOR SAENGER THEATRE (SEALED BID 5679)	\$138,188.00	<u>(194455) SOUND ASSOCIATES INC</u>

Adopted:

City Clerk

Bill To	Requisition 00003679-00 FY 2022 PO 22009725
	Acct No: 5025.10.00.0000.0000.0000.0000.49040.
	Review:
	Buyer: 9105fola
	Status: Converted

Page 1

Vendor
SOUND ASSOCIATES INC
5675 RABBIT CREEK DR

THEODORE, AL 36582

Tel#251-443-5001
Fax 251-443-8724

Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602
TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference
SHAREE SELF - SAENGER THEATRE

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/21	194455				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER BID #5679 AND YOUR QUOTE. CROWN HD 4x3500 AMPLIFIER	12.00 EACH	8771.00000	105252.00
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Additional Description Notes

CROWN HD 4x3500 AMPLIFIER

PROVIDING: CROWN IT-4X3500 HDB AMPLIFIER

1	5025.10.00.0000.0000.0000.0000.49040. E G-SBASVOG .MISCGRTEXP.			105252.00
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Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET
MOBILE, AL 36602

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET
MOBILE, AL 36602

002	JBL VTX M20 MONITOR	8.00 EACH	2575.00000	20600.00
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1 5025.10.00.0000.0000.0000.0000.49040.

Bill To	Requisition 00003679-00 FY 2022 PO 22009725
	Acct No: 5025.10.00.0000.0000.0000.0000.49040.
	Review:
	Buyer: 9105fola
	Status: Converted
	Page 2

Vendor
SOUND ASSOCIATES INC
5675 RABBIT CREEK DR

THEODORE, AL 36582

Tel#251-443-5001
Fax 251-443-8724

Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602
TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference
SHAREE SELF - SAENGER THEATRE

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/21	194455				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	E G-SBASVOG .MISCGRTEXP.			20600.00

Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET
MOBILE, AL 36602

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET
MOBILE, AL 36602

003	THEATRICAL STAGE LINE ARRAY SPEAKERS, JBL VERTEC 4886	4.00 EACH	3084.00000	12336.00
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1	5025.10.00.0000.0000.0000.0000.49040. E G-SBASVOG .MISCGRTEXP.			12336.00
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Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET
MOBILE, AL 36602

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET
MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	138188.00
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Bill To	Requisition 00003679-00 FY 2022 PO 22009725
	Acct No: 5025.10.00.0000.0000.0000.0000.49040.
	Review:
	Buyer: 9105fola
	Status: Converted
	Page 3

Vendor
SOUND ASSOCIATES INC
5675 RABBIT CREEK DR

THEODORE, AL 36582

Tel#251-443-5001
Fax 251-443-8724

Ship To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602
TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference
SHAREE SELF - SAENGER THEATRE

Deliver To
SAENGER THEATER
6 SOUTH JOACHIM STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/21	194455				GRANT MANAGEMENT

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

Account	Amount	Remaining Budget
E G-SBASVOG .MISCGRTEXP.	138188.00	115593.20

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

Account	Amount	Remaining Budget
5025.10.00.0000.0000.0000.0000.49040.	138188.00	2599770.64
COVID-19 GRANTS EXP	GRANTS EXPENDITURES	

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

Activity	Date	Clerk	Comment
Approved	12/28/21	TAYLOR HARRIS	
Approved	12/28/21	REBECCA CHRISTIAN	Auto approved by: 910518653
Approved	12/28/21	RANDY THREADGILL	Auto approved by: 910518653
Forward	12/28/21	JOHN PAINE	a
Approved	05/26/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	05/26/22	DONALD ROSE	Auto approved by: 9105fola
Approved	05/26/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/26/22	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by:

sd

Buyer:

003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
05/09/2022	5679	SAENGER THEATER	6 South Joachim St. Mobile, AL 36602

This bid must be received and stamped by the Purchasing office not later than: 12:00 NOON, FRIDAY, MAY 27, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	AUDIO VISUAL EQUIPMENT The City of Mobile is requesting bids on Audio Equipment to be installed in the Mobile Saenger Theater. This is Theatrical Equipment, not standard equipment. Vendor installation is required. Vendor must have a minimum of 3 years installation experience. The bid will be awarded using the minimum quantity of each item to determine the low bid. Installation must be completed before June 30, 2022. Site visits can be scheduled for Monday, May 16th or Tuesday, May 17th between the hours of 9am–2pm. To schedule a site visit contact: Chris Penton at 251-208-5606.					
			TOTAL			

Page 1 of 6

**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
ITEM 1: 3-8	Page 2 of 6					
	THEATRICAL EQUIPMENT SPEAKERS JBL VERTEC 4886 STAGE LINE ARRAY SPEAKERS THAT MEETS THE SPECIFICATIONS LISTED BELOW 3 WAY SPEAKER 65 HZ – 20 KHZ FREQUENCY RANGE 75 HZ – 18 KHZ FREQUENCY RESPONSE 900W CONTINUOUS POWER RATING (3600W PEAK) 110 DEGREES NOMINAL HORIZONTAL COVERAGE ANGLE 101DB BANDPASS SENSITIVITY MINIMUM OF 4 MIDRANGE TRANSDUCERS NL-8 AND NL-4 INPUT CONNECTORS 2X DIRECT COOLED LOW FREQUENCY DRIVERS 4X MID FREQUENCY VOICE COILS 2X HIGH FREQUENCY DRIVERS SAFE RATED SUSPENSION SYSTEM FOR MOUNTING MAKE _____ MODEL _____ PRICE _____ EACH					
			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
ITEM 2: 5-10	Page 3 of 6 THEATRICAL EQUIPMENT STAGE MONITOR JBL VTX M20 MONITOR SPEAKERS OR EQUAL THAT MEETS THE SPECIFICATIONS LISTED BELOW • 24” DEEP X 30’ WIDE • 10 INCH SUBWOODER • 60H/60V COVERAGE • 136DB MAX PEAK OUTPUT • 55 MZ-19.5 HZ • 30 DEGREE – • 1250 COINTINUOUS WATTS IN PASSIVE USE • NO MORE THAN 3.33 MS OF LATENCY • DIRECT COOLED LOW FREQUENCY DRIVERS WITH 3 INCH VOICE COIL • HIGH FREQUENCY DRIVER WITH 3 INCH VOICE COIL • 30 ANGLE OF UNIT BODY SHAPE • NL-4 (4X) INPUT CONNECTORS • IMAGE CONTROL OVER WAVEGUIDE TECHNOLOGY • SINGLE-CHANNEL (PASSIVE) AND DUAL-CHANNEL (BI-AMP) OPERATION MODES • UNIT NO LARGER THAN 342.9 MM x 575.0 MM x 515.3 MM (13.6 IN x 22.6 IN x 20.3 IN) MAKE _____ MODEL _____ PRICE _____ EACH					
	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
ITEM 3: 8-15	Page 4 of 6 THEATRICAL EQUIPMENT AMPLIFIERS CROWN HD 4X3500 AMPLIFIER THAT MEETS THE SPECIFICATIONS LISTED BELOW • 4 CHANNEL AUDIO AMPLIFIER • MUST BE CAPABLE OF 3500W @ 2 OHMS • MUST BE CAPABLE OF 4000W @ 4 OHMS • MJST BE CAPABLE OF 2100W @ 8 OHMS • MUST BE CAPABLE OF 6000W @ 4 OHMS BRIDGED • MUST BE CAPABLE OF 7000W @ 8 OHMS BRIDGED • MUST EMPLOY HIGH-LEVEL IIR FILTERS AND LINEAR PHASE FIR FILTERS • MINIMUM OF FOUR (4) XLR ANALOG ALONG WITH AES/EBU INPUTS • MUST BE AES3, HIQNET AND COBRANET COMPATIBLE • MUST HAVE USB AND ETHERNET PORTS • LIMITERS FOR SOUND OPTIMIZATION • LCD SCREEN • MUST HAVE ABILITY TO UPDATE SOUND CONTROL SOFTWARE • CAST METAL HANDLES FOR PORTABILITY • INPUT ACCEPTS 100-240 VAC, 50/60 HZ MAKE _____ MODEL _____ PRICE _____ EACH					
	TOTAL					

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

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Page _____ of _____

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INSURANCE REQUIREMENTS

For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence

- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

- c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

Additional Terms Relating to Purchases with Federal Grant Awards

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.

2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

(a) **Immediate Termination** - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) **Termination for Cause**- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon

submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246

of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the

request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be

constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to

the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or

mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses

and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available

for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every

apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio

permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall

upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure 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:6/7/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Musco Sports Lighting LLC for field lighting (6 poles, 49 LED luminaires, control system) for Matthews Park baseball field.

CIP

Amount of Contract:

\$318,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220601 Musco Agenda Package POs	Cover Memo	6/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10043</u>	2022	(3032) ARCHITECTURAL ENGINEERING	FIELD LIGHTING (6 POLES, 49 LED LUMINAIRES) WITH LIGHT CONTROL SYSTEM FOR MATTHEWS PARK BASEBALL FIELD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$318,000.00	(278697) <u>MUSCO SPORTS LIGHTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010043-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

OSKALOOSA, IA 52577

Tel#800-808-6020
 Fax 641-672-4740

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER THE SOURCEWELL CONTRACT # 071619-MSL MASTER PROJECT 199030 EXPIRES 08-27-23 AND YOUR QUOTE INSTALL LIGHTING SYSTEM BASEBALL FIELD - 322'X 352 X 322' AT MATTHEW PARK	1.00 EACH	318000.00000	318000.00
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Additional Description Notes

PER YOUR QUOTE DATED 03.21.22
 SPECS PER ATTACHED

REF: 13635
 SOURCEWELL: MASTER PROJECT-199030, CONTRACT #-071619-MSL,

1	2000.80.00.0000.0000.0000.0000.48010. E C0564 .CONSTRUCTN.			318000.00
---	---	--	--	-----------

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010043-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

OSKALOOSA, IA 52577

Tel#800-808-6020
 Fax 641-672-4740

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/18/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 318000.00

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

Account	Amount	Remaining Budget
E C0564 .CONSTRUCTN.	318000.00	78602.64

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	318000.00	2599770.64

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	05/18/22	CINDY KLOTZ	Auto approved by: 910519420
Approved	05/18/22	CASSIE BOATWRIGHT	
Approved	05/18/22	BRENDA RHODES	
Approved	05/18/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/18/22	RELYA MALLORY	Auto approved by: 910511034
Approved	05/30/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	05/30/22	DONALD ROSE	Auto approved by: 910518227
Approved	05/30/22	SANDRA LEWIS	
Approved	05/30/22	JOHN PAINE	Auto approved by: 910518227



Musco Sports Lighting, LLC

Sports Lighting

#071619-MSL

Maturity Date: 08/27/2023

Products & Services

Contract Documents

Pricing

Contact Information

Additional Forms

Contract Documents

Sports Lighting with Related Supplies and Services

Contract #071619-MSL

Effective 08/27/2019 - 08/27/2023

Contract Documentation

 [Request for Proposal \(RFP\)](#) (222.49 KB)

 [Contract](#) (425.57 KB)

Competitive Solicitation Documentation

 [Proposal Opening Record Page](#) (203.07 KB)

 [Proposal Evaluation](#) (119.84 KB)

 [Evaluation Committee Comment & Review](#) (194.69 KB)

 [Proof of Publication](#) (2.21 MB)

 [Board Resolutions](#) (6.23 MB)

Become a Member

Simply complete the [online application](#) or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)

[eziQC Contracts](#)

Musco Sports Lighting, LLC #071619-MSL

Pricing for contract #071619-MSL is provided at 5% off list price to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount applied.

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

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to “public works,” as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department’s review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell’s competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Musco Sports Lighting LLC for field lighting (44 LED luminaires) with control system for Figures Park baseball field.

CIP

Amount of Contract:

\$173,800.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220601 Musco2 Agenda Package POs	Cover Memo	6/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10326</u>	2022	(3032) ARCHITECTURAL ENGINEERING	FIELD LIGHTING (44 LED LUMINAIRES) WITH LIGHT CONTROL SYSTEM FOR FIGURES PARK BASEBALL FIELD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$173,800.00	(<u>278697</u>) <u>MUSCO SPORTS</u> <u>LIGHTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010326-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

OSKALOOSA, IA 52577

Tel#800-808-6020
 Fax 641-672-4740

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	278697				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER THE SOURCEWELL CONTRACT # 071619-MSL MASTER PROJECT 199030 EXPIRES 08-27-23 AND YOUR QUOTE
 001 PROPOSAL: FOR FIGURES PARK 1.00 173800.00000 173800.00
 BASEBALL FIELD (315' X 350' X LOT
 315') SPORTSCLUSTER SYSTEM WITH
 TOTAL LIGHT CONTROL - TLC FOR LED
 TECHNOLOGY
 Additional Description Notes
 PER YOUR PROPOSAL DATED MAY 23, 2022
 SOURCEWELL MASTER PROJECT 199030, CONTRACT #071619-MSL, EXP 08.27.23
 SPECS PER YOUR ATTACHED PROPOSAL
 FOR QUESTIONS OR CONCERNS CONTACT M. THOMAS @ 251.208.7519
 1 2000.80.00.0000.0000.0000.0000.48010.
 E C0542 .CONSTRUCTN. 173800.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010326-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
MUSCO SPORTS LIGHTING LLC
100 1ST AVENUE WEST

OSKALOOSA, IA 52577

Tel#800-808-6020
Fax 641-672-4740

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	278697				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total	173800.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0542 .CONSTRUCTN.	173800.00	318699.50

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	173800.00	2599770.64

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	05/25/22	CINDY KLOTZ	Auto approved by: 910519420

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010326-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
---	--	--------

Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

OSKALOOSA, IA 52577

Tel#800-808-6020
 Fax 641-672-4740

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/25/22 CASSIE BOATWRIGHT			
Approved	05/26/22 BRENDA RHODES			
Approved	05/26/22 TIFFANY HOLLINS		Auto approved by: 910511034	
Approved	05/26/22 RELYA MALLORY		Auto approved by: 910511034	
Approved	05/30/22 DONNA MICHELE STANLEY		Auto approved by: 910518227	
Approved	05/30/22 DONALD ROSE		Auto approved by: 910518227	
Approved	05/30/22 SANDRA LEWIS			
Approved	05/30/22 JOHN PAINE		Auto approved by: 910518227	

Authorized By: _____ Date: _____
 Signature


Awarded Contract

Musco Sports Lighting, LLC

Sports Lighting

#071619-MSL

Maturity Date: 08/27/2023

[Products & Services](#)[Contract Documents](#)[Pricing](#)[Contact Information](#)[Additional Forms](#)

Contract Documents

Sports Lighting with Related Supplies and Services

Contract #071619-MSL

Effective 08/27/2019 - 08/27/2023

Contract Documentation

 [Request for Proposal \(RFP\)](#) (222.49 KB) [Contract](#) (425.57 KB)

Competitive Solicitation Documentation

 [Proposal Opening Record Page](#) (203.07 KB) [Proposal Evaluation](#) (119.84 KB) [Evaluation Committee Comment & Review](#) (194.69 KB) [Proof of Publication](#) (2.21 MB) [Board Resolutions](#) (6.23 MB)

Become a Member

Simply complete the [online application](#) or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)[eziQC Contracts](#)

Musco Sports Lighting, LLC #071619-MSL

Pricing for contract #071619-MSL is provided at 5% off list price to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount applied.

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

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to “public works,” as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

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Based on the Department’s review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell’s competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to VAPTR LLC for 10 VAPTR ROLLER tennis court drying machines for Mobile Tennis Center.

CIP

Amount of Contract:

\$29,950.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220601 VAPTR Agenda Package POs	Cover Memo	6/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 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>8219</u>	2022	(F6110) MOBILE TENNIS CENTER	10 VAPTR ROLLER TENNIS COURT DRYING MACHINES FOR MOBILE TENNIS CENTER (SEALED BID 5678)	\$29,950.00	<u>(297740) VAPTR LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008219-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor VAPTR LLC 130 CORRIDOR RD #3157 PONTE VEDRA BEACH, FL 32004 Tel#717-802-0967	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference VAPTR COURT DRYING MACHINE Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/22	297740				MOBILE TENNIS CENTER

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER YOUR QUOTE AND MY BID 5678 VAPTR ROLLER COURT DRYING MACHINES	10.00 EACH	2995.00000	29950.00
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1 2000.80.00.0000.0000.0000.0000.44020. E C0696 .OPERSUPPLS.			29950.00
---	--	--	----------

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 VAPTR COURT DRYING MACHINE

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	29950.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008219-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
--	---	--------

Vendor VAPTR LLC 130 CORRIDOR RD #3157 PONTE VEDRA BEACH, FL 32004 Tel#717-802-0967	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference VAPTR COURT DRYING MACHINE Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/22	297740				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
E C0696	.OPERSUPPLS.		29950.00	50.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	29950.00	2599770.64
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	04/06/22	BRENDA RHODES	
Approved	04/06/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/06/22	RELYA MALLORY	Auto approved by: 910511034
Approved	04/07/22	BRENDA RHODES	
Approved	04/07/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/07/22	RELYA MALLORY	Auto approved by: 910511034
Forward	04/06/22	JOHN PAINE	s
Rejected	04/06/22	SANDRA LEWIS	NEED OPERATIONAL SPECS FOR BID
Forward	04/07/22	JOHN PAINE	g
Queued	04/07/22	DONNA MICHELE STANLEY	g
Queued	04/07/22	DONALD ROSE	g
Queued	04/07/22	SANDRA LEWIS	g
Queued	04/07/22	MICHAEL SPAFFORD	g

Authorized By: _____ Date: _____
 Signature

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
5/03/2022	5678	VARIOUS	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, May 27, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Qty 1-15	TENNIS COURT DRYING MACHINES Tennis Court Drying machines must meet the following specifications: Will remove 95% of water from a court. It will collect the water in a reservoir. · Made of 6061 Aircraft Aluminum · Weight 60 lbs. · Has 4 wheels · Width 44.5 inches · Height (ground to top) 11 inches · Length (front to back) 23 inches · Handle length 46 inches (removable and adjustable) · Water reservoir that holds up to 2.5 gallons of water · No electricity or gas required · Completely manually operated · Fabric absorbent material used to remove surface water (can be cleaned) · All stainless-steel hardware Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for four (4) more six (6) month periods. PAGE 1 OF 2					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	PAGE 2 OF 2 All prices quoted are to be delivered prices F. O. B. Mobile. The City of Mobile Business License is required. See item 14 on reverse side of page 1. 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. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. THIS BID TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



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 ensure 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:6/7/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Bagby & Russell Electric Company Inc for street lighting parts and repairs in Battery Heights.

CIP

Amount of Contract:

\$23,605.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220601 Bagby Agenda Package POs	Cover Memo	6/1/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 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>10374</u>	2022	(2060) TRAFFIC ENGINEERING	STREET LIGHTING PARTS AND REPAIRS FOR BATTERY HIEGHTS (MOBILE COUNTY BID 133-21))	\$23,605.00	<u>(020320) BAGBY & RUSSELL ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010374-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/22	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER YOUR MOBILE COUNTY CONTRACT 133-21 - ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE - JOINT PURCHASING AGREEMENT WITH CITY OF MOBILE

001	ITEM 4 - LED FIXTURE (ARM MOUNTED LUMINAIRE)	1.00 EACH	125.00000	125.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			125.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	ITEM 8 - SURGE ARRESTER OR FUSE HOLDER (POLE BASE FUSE HOLDER)	2.00 EACH	15.00000	30.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010374-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/22	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			30.00

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

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

003 ITEM 9 - REPLACEMENT TRAY CABLE	1.00 EACH	150.00000	150.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.		150.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010374-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/22	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
004	ITEM 19 - INSTALL POLE 20 FT OR LESS ON FOUNDATION (ITEM SUPPLIED BY CITY)	2.00 EACH	750.00000	1500.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			1500.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	ITEM 22 - REMOVE POLE	12.00 EACH	1000.00000	12000.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			12000.00

=====	=====
Bill To	Requisition 00010374-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
BAGBY & RUSSELL ELECTRIC CO INC
5500 PLANTATON RD

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

THEODORE, AL 36582

MOBILE, AL 36604
MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-443-5902
Fax 251-443-3882

Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
05/26/22	020320				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

006 ITEM 75 - SERVICE CALL	20.00 HOUR	250.00000	5000.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			5000.00
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010374-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/22	020320				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
007 ITEM 81 - TRAFFIC CONTROL SCHEME	2.00 EACH	2400.00000	4800.00

1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.	4800.00
---	---------

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	23605.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0477 .CONSTRUCTN.	23605.00	20336.29

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	23605.00	2599770.64

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010374-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/22	020320				TRAFFIC ENGINEERING

Account CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION	Amount Remaining Budget
--	--------------------------------

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

Activity	Date	Clerk	Comment
Approved	05/27/22	MARYBETH BERGIN	
Approved	05/27/22	JENNIFER WHITE	Auto approved by: 910515265
Approved	05/27/22	BRENDA RHODES	
Approved	05/27/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/27/22	RELYA MALLORY	Auto approved by: 910511034
Approved	05/30/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	05/30/22	DONALD ROSE	Auto approved by: 910518227
Approved	05/30/22	SANDRA LEWIS	
Approved	05/30/22	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Dancu

Nick Ambarger

Rick Rambert

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

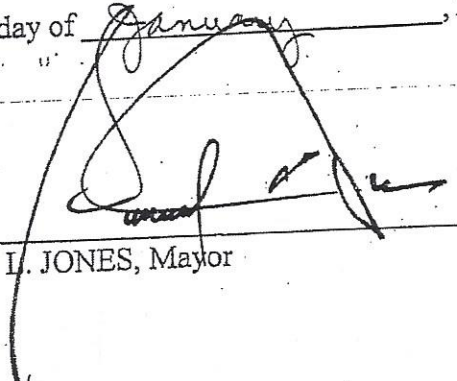
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

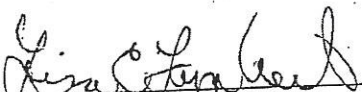
6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2010.



SAMUEL L. JONES, Mayor

ATTEST:



Lisa C. Lumbert
City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications.

~~When purchasing off a joint bid, each party shall be solely responsible for issuing its own~~

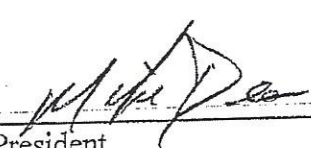
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

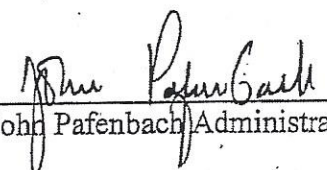
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰~~9~~.


Mike Dean, President

ATTEST:


John Pafenbach Administrator

award
9/27/21

BID # 133-21

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL AND TRAFFIC DETECTION MAINTENANCE:

BAGBY & RUSSELL ELECTRIC COMPANY INC		
ITEM NO.	DESCRIPTION	BID AMOUNT
1	BALLAST KIT/DRIVER	\$125.00
2	HPS LAMP	\$125.00
3	HPS FIXTURE (ARM MOUNTED LUMINAIRE)	\$125.00
4	LED FIXTURE (ARM MOUNTED LUMINAIRE)	\$125.00
5	MOUNTING LUMINAIRE ARM TO 28' POLE	\$1,000.00
6	MOUNTING LUMINAIRE ARM TO WOOD POLE	\$1,000.00
7	POLE BASE FUSE	\$15.00
8	SURGE ARRESTER OR FUSE HOLDER	\$15.00
9	REPLACEMENT TRAY CABLE	\$150.00
10	CIRCUIT BREAKERS	\$75.00
11	CONTACTOR	\$125.00
12	PHOTO CELL	\$100.00
13	LIGHTING CONTROL CENTER INTERIOR	\$1,500.00
14	CONTROL TRANSFORMER	\$100.00
15	TYPE 1 JUNCTION BOX (13"X24")	\$400.00
16	TYPE 1 JUNCTION BOX (24"X24")	\$1,000.00
17	TYPE 2 JUNCTION BOX	\$300.00
18	ELECTRICAL SERVICE	\$1,000.00
POLES		
19	INSTALL POLE 20 FT OR LESS ON FOUNDATION (ITEM SUPPLIED BY COUNTY)	\$750.00
20	INSTALL POLE BETWEEN >20 FT TO 50 FT ON FOUNDATION (ITEM SUPPLIED BY COUNTY)	\$1,200.00
21	INSTALL MAST ARM TO POLE (ITEM SUPPLIED BY COUNTY)	\$1,000.00
22	REMOVE POLE (ITEM RETURNED TO COUNTY)	\$1,000.00
23	REMOVE MAST ARM FROM POLE (ITEM RETURNED TO COUNTY)	\$1,500.00
24	INSTALL WOOD POLE (BURIED) (ITEM SUPPLIED BY COUNTY TYPICALLY 35 FT CLASS 3)	\$1,000.00
25	INSTALL CONCRETE POLE (BURIED) 20FT TO 50FT (ITEM SUPPLIED BY COUNTY)	\$6,000.00
26	INSTALL CONCRETE POLE (BURIED) >50FT TO 120FT (ITEM SUPPLIED BY COUNTY)	\$25,000.00
TRAFFIC SIGNAL COMPONENTS		
27	SET AND WIRE POLE MOUNTED CABINET	\$1,000.00
28	SET AND WIRE FROUND MOUNTED CABINET	\$1,000.00

29	SET AND WIRE TRAFFIC SIGNAL HEAD (3-SECTION)	\$300.00
30	SET AND WIRE TRAFFIC SIGNAL (4-SECTION)	\$300.00
31	SET AND WIRE TRAFFIC SIGNAL HEAD (5-SECTION)	\$400.00
32	SET WIRE SCHOOL FASHER (GROUND MOUNT)	\$500.00
33	SET AND WIRE SCHOOL FLASHER (AERIAL)	\$600.00
34	SET AND WIRE PEDESTRIAN SIGNAL HEAD (INCLUDES PEDESTRIAN BUTTON)	\$500.00
35	SET AND WIRE FLASHING BEACON (GROUND MOUNT)	\$500.00
36	SET AND WIRE FLASHING BEACON (AERIAL)	\$600.00
37	SET SPAN WIRE ASSEMBLY (AERIAL POLE TO POLE) (COUNTY WILL SUPPLY CLAMPS, WIRE(S) MESSENGER AND/OR SIGNAL AND OR DETECTOR)	\$15.00 PER FT
38	INSTALL RUNS OF 3- #6 USE/CU WIRE (AERIAL) (COUNTY WILL SUPPLY WIRE)	\$15.00 PER FT
39	INSTALL (PULL) RUNS OF WIRE IN CODUIT (COUNTY WILL SUPPLY WIRE)	\$10.00 PER FT
TRAFFIC DETECTION COMPONENTS		
40	TRAFFIC SIGNAL LOOP (STD 6'X50') (LINEAR FOOT, SAW CUT) (CONTRACTOR TO SUPPLY ALL MATERIALS)	\$12.00 PER FT
41	TRAFFIC COUNTER LOOP (STD6'X6') (LINEAR FOOT, SAW CUT) (CONTRACTOR TO SUPPLY ALL MATERIALS)	\$12.00 PER FT
42	LOOP LEAD-IN (LINEAR FOOT, SAW CUT) (CONTRACTOR WILL SUPPLY ALL MATERIAL)	\$8.00 PER FT
43	LOOP HOME RUN (LINEAR FOOT, BURIED CABLE) (CONTRACTOR TO SUPPLY ALL MATERIALS)	\$10.00 PER FT
44	SET AND WIRE VIDEO DETECTOR (COUNTY TO SUPPLY VIDEO DETECTOR PARTS)	\$600.00
45	SET AND WIRE RADAR DETECTOR (COUNTY SUPPLIED)	\$600.00
CONDUIT		
46	CONDUIT ABOVE GROUND 2" OR LESS	\$25.00 PER FT
47	CONDUIT UNDER GROUND 2" OR LESS	\$12.00 PER FT
48	DIRECTIONAL BORE 2" (CONTRACTOR TO INCLUDE HDPE CASING)	\$40.00 PER FT
49	DIRECTIONAL BORE 4" (CONTRACTOR TO INCLUDE HDPE CASING)	\$70.00 PER FT
50	DIRECTIONAL BORE 6" (CONTRACTOR TO INCLUDE HDPE CASING)	\$105.00 PER FT
51	OPEN CUT, CONCENTRATE ENCASEMENT 4" PIPE(CONTRACTOR TO INCLUDE HDPE CASING)	\$75.00 PER FT
52	OPEN CUT, CONCRETE ENCASEMENT 6" PIPE (CONTRACTOR TO INCLUDE HDPE CASING)	\$110.00 PER FT
CONCRETE WORK		
53	TRAFFIC SIGNAL POLE FOUNDATION INSTALLED (COUNTY TO SUPPLY THE ANCHOR BOLTS AND TEMPLET ONLY)	\$2,500.00 CU YD
54	TRAFFIC CONTROLLER PAD FOUNDATION INSTALLED (COUNTY TO SUPPLY THE TEMPLET ONLY)	\$1,500.00 CU YD

55	ROADWAY LIGHTING POLE FOUNDATION INSTALLED (COUNTY TO SUPPLY THE ANCHOR BOLTS AND TEMPLATE ONLY)	\$2,500.00
56	TRAFFIC/ROADWAY POLE CONCRETE FOUNDATION REMOVAL(REMOVAL TO BE 2 FEET BELOW EXISTING GROUND)	\$2,000.00
57	MISCELLANEOUS CONCRETE INSTALLED 3 CUBIC YARDS OR LESS (COUNTY TO DIRECT LOCATION. THIS IS FOR VARIOUS INTERSECTION WORK)	\$3,000.00
58	TRAFFIC CONTROLLER PAD CONCRETE REMOVAL (REMOVAL OF COMPLETE PAD)	\$1,000.00
59	MISCELLANEOUS CONCRETE REMOVAL (COUNTY TO DIRECT LOCATION. THIS IS FOR VARIOUS INTERSECTION WORK)	\$2,000.00
60	6" CORE DRILLING CONCRETE/ASPHALT	\$250.00 PER INCH
61	8" CORE DRILLING CONCRETE/ASPHALT	\$350.00 PER INCH
TRAFFIC CONTROL DEVICE REMOVAL		
62	POLE MOUNTED CABINET	\$800.00
63	GROUND MOUNTED CABINETS	\$800.00
64	TRAFFIC SIGNAL HEAD (3-SECTION)	\$200.00
65	TRAFFIC SIGNAL HEAD (4-SECTION)	\$200.00
66	TRAFFIC SIGNAL HEAD (5-SECTION)	\$200.00
67	SCHOOL FLASHER (GROUND MOUNT)	\$500.00
68	SCHOOL FLASHER (AERIAL)	\$600.00
69	PEDESTRIAN SIGNAL HEAD	\$250.00
70	LUMINAIRE ARM	\$1,000.00
71	REMOVE SPAN WIRE ASSEMBLY (AERIAL POLE TO POLE)	\$500.00
72	CAMERA/RADAR DETECTION UNIT	\$250.00
ADDITIONAL SERVICES		
73	INSTALL MISCELLANEOUS CABINET COMPONENTS(COUNTY TO SUPPLY COMPONENTS)	\$500.00
74	INSTALL MISCELLANEOUS AERIAL COMPONENTS (COUNTY TO SUPPLY COMPONENTS)	\$200.00
75	SERVICE CALL (2 HOUR RESPONSE TIME FOR NORMAL BUSINESS HOURS MONDAY TO FRIDAY 6AM-6PM)(ITEMS TO INCLUDE BUT NOT LIMITED TO, DIAGNOSTIC AND OR SERVICE OF TRAFFIC CONTROLLER, DETECTORS, POWER SUPPLY CABINET COMPONENTS AND AERIAL COMPONENTS ETC.)	\$250.00 PER HOUR
76	SERVICE CALL (2 HOUR RESPONSE TIME) FOR MONDAY TO FRIDAY 6PM-6AM, NON PLANNED WEEKEND EVENT OR HOLIDAY (ITEMS TO INCLUDE, BUT NOT LIMITED TO DIAGNOSTIC AND OR SERVICE OF TRAFFIC CONTROLLER, DETECTORS, POWER SUPPLY, CABINET COMPONENTS, AERIAL COMPONENTS ETC.)	\$400.00 PER HOUR
77	55' BUCKET TRUCK SERVICE (INCLUDES OPERATOR)	\$250.00 PER HOUR
78	AUGER TRUCK SERVICE (INCLUDES OPERATOR)	\$300.00 PER HOUR
79	CRANE RENTAL 100FT BOOM (INCLUDES OPERATOR)	\$360.00 PER HOUR
80	CRANE RENTAL – 200 FT BOOM (INCLUDES OPERATOR)	\$840.00 PER HOUR

81	TRAFFIC CONTROL SCHEME TO INCLUDE (ONE LANE CLOSURE IN ACCORDANCE WITH LATEST MUTCD ON A COUNTY OR CITY ROADWAY)	\$2,400.00
82	TRAFFIC CONTROL SCHEME, TO INCLUDE (TWO LANE CLOSURE IN ACCORDANCE WITH LATEST MUTCD ON A COUNTY OR CITY ROADWAY	\$3,360.00
83	TRAFFIC CONTROL SCHEME TO INCLUDE (ONE LANE CLOSURE IN ACCORDANCE WITH LATEST MUTCD ON AN INTERSTATE HIGHWAY)	\$2,760.00

certified as correct.

Justin Holland

County Engineer
W. Bryan Kegley II, P.E., P.L.S.

Assistant County Engineer
Kimberly N. Sanderson, P.E.

Engineering Manager - Construction
James Vorpahl, P.E.

Engineering Manager - Development/Inspections
Matthew Barcliff, P.E., C.F.M.

Engineering Manager - Design
Rhonda G. Gullledge, P.E.



Public Works Director
Richard A. Mitchell, P.E.

Deputy Public Works Director
R. Neal Howard, P.E.

Public Works Assistant Superintendent
Richard H. Crist, Sr., P.L.S.

Division Transportation Superintendents
Donald Dixon
Vernon Lucious
Albert Newberry
Patrick Williams

MOBILE COUNTY ENGINEERING & PUBLIC WORKS

Date: September 9, 2021
To: Susan Holland, Purchasing

From: Brad Wittmann, P.E.
Brad Wittmann, P.E., PTOE
Traffic Engineer

Ref: Bid # 133-21 Annual Roadway Lighting, Traffic Signal, and Traffic Detection Maintenance

After review, we recommend award of this contract to the sole bidder – Bagby and Russell Electric Company, Inc.

MOBILE COUNTY COMMISSION

COUNTY COMMISSIONERS
MERCERIA LUDGOOD, PRESIDENT
CONNIE HUDSON, COMMISSIONER
RANDALL DUEITT, COMMISSIONER
TELEPHONE (251) 574-5077



ADMINISTRATION
GLENN L. HODGE
COUNTY ADMINISTRATOR
EDDIE KERR
DEPUTY ADMINISTRATOR
TELEPHONE (251) 574-5073
FAX (251) 574-5080

AUGUST 12, 2021

**BRAD WITTMANN
MOBILE COUNTY PUBLIC WORKS DEPARTMENT**

On August 11, 2021, Mobile County Commission opened Bid #133-21, annual roadway lighting, traffic signal, and traffic detection maintenance bid for MCPW.

Enclosed is a copy of the bid. Please review and send your recommendation to my office. The next conference and meeting will be held on August 23, 2021.

Your assistance is greatly appreciated.

Sincerely,


**Susan Holland
Purchasing Agent**

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE BID FOR
MOBILE COUNTY PUBLIC WORKS DEPARTMENT:

BID OPENING: AUGUST 11, 2021

DESCRIPTION	BOBBY E. RUSSELL			
SEE ATTACHED	\$ SEE ATTACHED \$		\$	\$
E-VERIFY				

CERTIFIED AS CORRECT

BY Susan Holland

SUSAN HOLLAND-PURCHASING AGENT

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

BID INVITATION

BID NO. 133-21

JULY 9, 2021

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items: ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE BID FOR MOBILE COUNTY PUBLIC WORKS AS PER ATTACHED SPECIFICATIONS:

NOTE: PRICES MUST REMAIN FIRM FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022.

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

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$15,000: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

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

This inquiry is to establish a price and a source of supply for the above listed items by Mobile County Commission and the incorporated areas therein. Purchases by political subdivisions are optional with those agencies.

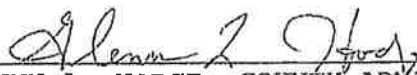
THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY 45 days TERMS 30 days You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. AUGUST 11, 2021.

ALL BIDS MUST BE SEALED, THE WORD "BID", THE BID NUMBER AND THE NAME OF THE ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE. BIDS WILL BE RECEIVED BY THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION



GLENN L. HODGE, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum
of \$ see attached list.

Delivery can be made in 30 days from receipt of award.

RESPECTFULLY

BY 

MOBILE COUNTY COMMISSION

BID FORM

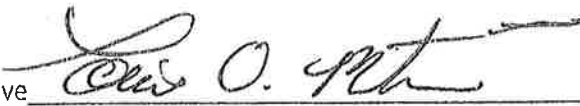
Date: 08/10/21

BID # 133-21

ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL AND TRAFFIC DETECTION MAINTENANCE BID FOR MOBILE COUNTY PUBLIC WORKS:

Name of Company: BAGBY & RUSSELL ELECTRIC CO., INC.

Company Representative Louis O. (Mat) Matthews
(Print)

Company Representative 
(Signature)

Address 5500 PLANTATION ROAD, THEODORE, AL 36582

Phone Number (251) 214-4107 Fax Number()

Federal ID Number 63-0942738

Email Address m.m. Bagrusdot@outlook.com

Company Web Address WWW.BAGRUS.COM

Please attach a current W-9.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BAGBY & RUSSELL ELECTRIC COMPANY, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5500 PLANTATION ROAD

6 City, state, and ZIP code
THEODORE, AL 36582

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

6 3 - 0 9 4 2 7 3 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Darlene J. Barton* Date ► *3/22/2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

General Specifications for Roadway Lighting, Traffic Signal, and Traffic Detection Maintenance Yearly Bid (For General Use, County-wide, As Requested)

This contract is, intended to provide maintenance service, repair, and/or installation of roadway lighting, traffic signal, and traffic detection components and systems for various locations in Mobile County. The County reserves the right to request any bidder to provide a list of references for work of a similar size, scope and nature in order to facilitate the bid evaluation process. Due to the nature of this contract, award will be made on an "All or None " basis to the recommended bidder, who during the course of our bid evaluation is found to be the lowest responsible bidder. In accordance with Section 41-16-59 of the Code of Alabama, the successful bidder on this solicitation is restrained from assigning or sub-contracting any portion of the work under this contract.

The County will place orders as needed. The Contractor shall provide all labor, equipment, material, and traffic control devices required as per M.U.T.C.D, recommendation at no additional cost to the unit prices to repair and/or install the attached list of items as requested by Mobile County's Work Orders. Quantities for each item will vary greatly, so unit cost will be the base cost. All prices will remain firm for the life of the contract. Some items of work (as shown) will be maintenance service, repair, and/or installation using materials supplied by Mobile County.

The work orders to the Contractor will consist of a detailed description of the work to be completed. The Contractor shall respond to each service call within 24 hours of notice by Mobile County.

Joint Purchasing Agreement

This contract authorizes the City of Mobile to make purchases, if they so desire, in accordance with Section 41.16-50(b), and authorized by a joint purchasing agreement between the City of Mobile and Mobile County. All ordering, billing, and other transactions by the City of Mobile shall be the sole responsibility of the City of Mobile officials. All ordering, billing, and other transactions by Mobile County shall be the sole responsibility of the County of Mobile. Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile.

Supplies / Materials Provision In Emergency Situations

In the event of an emergency situation (any non-planned event), where Mobile County cannot supply the required materials for a timely completion of the emergency work for this event, the contractor may supply the materials.

The cost for these items shall be at the seller's price to the contractor and shall not include any contractor's markup. All items used in this emergency event shall be billed with the completion of the work. Included in the billing shall be a copy of the unit cost from the seller's billing (on their letterhead) to the contractor. If the contractor is unable to supply any necessary materials, the contractor shall immediately notify Mobile County.

This emergency situation will be granted to the City of Mobile (Joint Purchasing Agreement) only if the City of Mobile agrees to these terms with the contractor.

Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile. (See Joint Purchasing Agreement).

The work performed under this contract will require the following:

- In compliance with the latest edition of:
 - a. ALDOT Standard Specifications for Highway Construction
 - b. ALDOT Standard Drawings
 - a. Manual on Uniform Traffic Control Devices
 - d. NEC
- State of Alabama Licensed Electrical Contractor.
 - a. Pursuant to State of Alabama licensing requirements, each contractor must have a minimum of one (1) licensed master electrician on the payroll of the company. The master electrician must be a permanent, full-time employee of the contractor, in the employ of the contractor for a minimum of six (6) continuous months, and must have a verifiable work history as a licensed electrician for a minimum of three (3) years. Bidders must submit with their bid proof of licensing. Failure to comply will be cause for rejection of the bid,
 - b. Signal Work performed under this contract must be completed by a **Certified International Municipal Signal Association (IMSA) Level II Traffic Signal Technician**. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.
 - c. Roadway Lighting Work shall require a **Certified International Municipal Signal Association (IMSA) Level I Roadway Lighting Technician** with a Journeyman's Electrical License from within the State of Alabama. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.

- d. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All materials shall be new and defect-free, and of a professional quality. All workmanship, products and materials are subject to inspection and approval by the County.
- e. Any non-electrical, non-signal work under this contract (ditching, trenching, auguring, etc,) may be performed by any skilled or non-skilled employee of the Contractor, at the Contractor's discretion.
- f. All materials (equipment items) which are to be replaced, will be returned to the Mobile County Traffic Maintenance Shop as directed by Mobile County.

• **State of Alabama Contractor's License**

- a. Bidder shall submit a copy of license with bid.
- b. The contractor shall be responsible for any damage, personal or property, caused by the use of vehicles, personnel, or equipment while engaged in this contract. The contractor shall pay for and maintain in force during the tenure of this contract, insurance, listed below. Mobile County shall be provided certified proof that such insurance is, in fact, in force for the length of the contract,

Coverage	Limits
Property Liability for	\$1,000,000 per occurrence
Bodily Injury and Property Damage	\$2,000,000 per aggregate
Auto Liability	\$1,000,000 per occurrence
Workman's Compensation	As required by Alabama State Law

All complaints shall be handled by the contractor, with a written resolution sent to Mobile County. Full records of complaints of damages, including action(s) taken, will be kept by both contractor and Mobile County. Mobile County will be informed in writing as to the disposition of all complaints as to their legitimacy and settlement. Mobile County shall be added as an additional insured on the insurance provided under this contract.

Life of Contract

The length of this contract will be one (1) year from October 1, 2021 through September 30, 2022.

The County reserves the right to cancel the contract at any time with a thirty (30) day notice.

ITEMS TO BID

The following items will be for maintenance service, repair, and/or installation only. Mobile County will supply the materials / parts as shown in the item description.

The unit cost per item shall include all labor, equipment, delivery of item(s) to the project, minor materials required to install the item, and all required traffic control devices (as per the M.U.C.T.D.) for work zones inside the rights-of-way.

Should an item below no longer be produced by a supplier, an approved equal can be approved by Mobile County to be paid for at the same unit price of said item. The Contractor shall notify the County immediately should this occur as well as provide the necessary information required to assist the County in making this determination.

Roadway Lighting / Electrical Parts

Item #	Item Description (Item Supplied by County)	Unit Cost
1.	Ballast Kit / Driver	<u>125.⁰⁰</u> each
2.	HPS Lamp	<u>125.⁰⁰</u> each
3.	HPS Fixture (arm mounted luminaire)	<u>125.⁰⁰</u> each
4.	LED Fixture (arm mounted luminaire)	<u>125.⁰⁰</u> each
5.	Mounting Luminaire Arm to 28' Pole	<u>1,000.⁰⁰</u> each
6.	Mounting Luminaire Arm to Wood Pole	<u>1,000.⁰⁰</u> each
7.	Pole Base Fuse	<u>15.⁰⁰</u> each
8.	Surge Arrester or Fuse Holder	<u>15.⁰⁰</u> each
9.	Replacement Tray Cable	<u>150.⁰⁰</u> each
10.	Circuit Breakers	<u>75.⁰⁰</u> each
11.	Contactor	<u>125.⁰⁰</u> each
12.	Photo Cell	<u>100.⁰⁰</u> each
13.	Lighting Control Center Interior	<u>4500.⁰⁰</u> each

14.	Control Transformer	<u>100.⁰⁰</u> each
15.	Type 1 Junction Box (13" x 24")	<u>400.⁰⁰</u> each
16.	Type 1 Junction Box (24"x24")	<u>1,000.⁰⁰</u> each
17.	Type 2 Junction Box	<u>300.⁰⁰</u> each
18.	Electrical Service	<u>1,000.⁰⁰</u> each

Poles

Item #	Item Description	Unit Cost
19.	Install Pole 20 ft. or less on Foundation (Item Supplied by County)	<u>750.⁰⁰</u> each
20.	Install Pole between >20 ft. to 50 ft on Foundation (Item Supplied by County)	<u>1,200.⁰⁰</u> each
21.	Install Mast Arm to Pole (Item Supplied by County)	<u>1,000.⁰⁰</u> each
22.	Remove Pole (Item Returned to County)	<u>1,000.⁰⁰</u> each
23.	Remove Mast Arm from Pole (Item Returned to County)	<u>1,500.⁰⁰</u> each
24.	Install Wood Pole (buried) (Item Supplied by County Typically 35 ft class 3)	<u>1,000.⁰⁰</u> each
25.	Install Concrete pole (buried) 20ft to 50ft (Item Supplied by County)	<u>6,000.⁰⁰</u> each
26.	Install Concrete Pole (buried) >50ft to 120ft (Item Supplied by County)	<u>25,000.⁰⁰</u> each

Traffic Signal Components

Item #	Item Description (Item Supplied by County)	Unit Cost
27.	Set and Wire Pole Mounted Cabinet	<u>1,000.⁰⁰</u> each
28.	Set and Wire Ground Mounted Cabinet	<u>1,000.⁰⁰</u> each
29.	Set and Wire Traffic Signal Head (3-section)	<u>300.⁰⁰</u> each
30.	Set and Wire Traffic Signal Head (4-section)	<u>300.⁰⁰</u> each
31.	Set and Wire Traffic Signal Head (5-section)	<u>400.⁰⁰</u> each
32.	Set and Wire School Flasher (ground mount)	<u>500.⁰⁰</u> each
33.	Set and Wire School Flasher (aerial)	<u>600.⁰⁰</u> each
34.	Set and Wire Pedestrian Signal Head (Includes Pedestrian Button)	<u>500.⁰⁰</u> each
35.	Set and Wire Flashing Beacon (ground mount)	<u>500.⁰⁰</u> each
36.	Set and Wire Flashing Beacon (aerial)	<u>600.⁰⁰</u> each
37.	Set Span Wire Assembly (aerial pole to pole) (County will supply clamps, wire(s) — messenger, and/or signal, and/or detector)	<u>15.⁰⁰</u> per foot
38.	Install runs of 3 - #6 USE/CU Wire (aerial) (County will supply wire)	<u>15.⁰⁰</u> per foot
39.	Install (pull) runs of wire in conduit (County will supply wire)	<u>10.⁰⁰</u> per foot

Traffic Detection Components

Item #	Item Description	Unit Cost
40.	Traffic Signal Loop (std. 6'x 50') (Linear foot, saw cut) (Contractor to supply all materials)	<u>12.⁰⁰</u> per foot
41.	Traffic Counter Loop (std. 6' x 6') (Linear foot, saw cut) (Contractor to supply all materials)	<u>12.⁰⁰</u> per foot

42.	Loop Lead-In (Linear foot, saw cut) (Contractor to supply all materials)	<u>8.⁰⁰</u> per foot
43.	Loop Home Run (Linear foot, buried cable) (Contractor to supply all materials)	<u>10.⁰⁰</u> per foot
44.	Set and Wire Video Detector (County to supply video detector parts)	<u>600.⁰⁰</u> each
45.	Set and Wire Radar Detector (County supplied)	<u>600.⁰⁰</u> each

Conduit

Item #	Item Description (Supplied by County)	Unit Cost
46.	Conduit Above Ground 2" or less	<u>25.⁰⁰</u> per foot
47.	Conduit Under Ground 2" or less	<u>12.⁰⁰</u> per foot
48.	Directional Bore 2" (Contractor to include HDPE casing)	<u>40.⁰⁰</u> per foot
49.	Directional Bore 4" (Contractor to include HDPE casing)	<u>70.⁰⁰</u> per foot
50.	Directional Bore 6" (Contractor to include HDPE casing)	<u>105.⁰⁰</u> per foot
51.	Open Cut, Concrete Encasement 4" Pipe (Contractor to include HDPE casing)	<u>75.⁰⁰</u> per foot
52.	Open Cut, Concrete Encasement 6" Pipe (Contractor to include HDPE casing)	<u>110.⁰⁰</u> per foot

Concrete Work

The following items will be for maintenance service, repair, and/or installation only. Mobile County will supply only limited materials / parts as shown in the item description. Contractor shall supply (as required), all concrete, forms, reinforcement steel, stub-out conduit, and ground rod as per ALDOT Special Drawings.

The unit cost per item shall include all labor, equipment, minor materials required to install the item, and all required traffic control devices (as per the M.U.T.C.D.) for work zones in side the rights-of-way. These items shall be based on cubic yard of concrete used per item as the unit cost.

Removal work shall include all labor, equipment, dirt to fill and to be compacted to existing ground level, and all required traffic control devices (as per the M.U.T.C.D.) for work zones in side the rights-of-way. These items shall be based on cubic yard of concrete removed per item as the unit cost.

Miscellaneous concrete removal work shall include all labor, equipment to remove existing concrete at an intersection for the purpose of installing various other items of work. This item shall be based on cubic yard of concrete removed.

Miscellaneous concrete installed shall include all labor, equipment and forms, as needed. This item shall be based on cubic yards of concrete used.

Concrete Work

Item #	Item Description	Unit Cost
53.	Traffic Signal Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>2,500.⁰⁰</u> cu. yd.
54.	Traffic Controller Pad Foundation Installed (County to supply the template only.)	<u>1,500.⁰⁰</u> cu. yd.
55.	Roadway Lighting Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>2,500.⁰⁰</u> cu. yd.
56.	Traffic / Roadway Pole Concrete Foundation Removal (Removal to be 2 feet below existing ground)	<u>2,000.⁰⁰</u> cu. yd.
57.	Miscellaneous Concrete Installed 3 cubic yards or less (County to direct location. This is for various intersection work)	<u>3,000.⁰⁰</u> cu. yd.
58.	Traffic Controller Pad Concrete Removal (Removal of complete pad)	<u>1,000.⁰⁰</u> cu. yd.
59.	Miscellaneous Concrete Removal (County to direct location. This is for various intersection work)	<u>2,000.⁰⁰</u> cu. yd.
60.	6" Core Drilling Concrete / Asphalt	<u>250.⁰⁰</u> per Inch
61.	8" Core Drilling Concrete / Asphalt	<u>350.⁰⁰</u> per Inch

Traffic Control Device Removal

Item to be delivered to Mobile County Traffic Maintenance Shop

Item #	Item Description	Unit Cost
62.	Pole Mounted Cabinet	<u>800.⁰⁰</u> each
63.	Ground Mounted Cabinet	<u>800.⁰⁰</u> each
64.	Traffic Signal Head (3-section)	<u>200.⁰⁰</u> each
65.	Traffic Signal Head (4-section)	<u>200.⁰⁰</u> each
66.	Traffic Signal Head (5-section)	<u>200.⁰⁰</u> each
67.	School Flasher (ground mount)	<u>500.⁰⁰</u> each
68.	School Flasher (aerial)	<u>600.⁰⁰</u> each
69.	Pedestrian Signal Head	<u>250.⁰⁰</u> each
70.	Luminaire Arm	<u>1000.⁰⁰</u> each
71.	Remove Span Wire Assembly (aerial pole to pole)	<u>500.⁰⁰</u> each
72.	Camera/Radar Detection Unit	<u>250.⁰⁰</u> each

Additional Services

Item #	Item Description	Unit Cost
73.	Install Miscellaneous Cabinet Components (County to supply components, i.e. relays, detectors, flashers, video / wireless panels, etc.)	<u>500.⁰⁰</u> each
74.	Install Miscellaneous Aerial Components (County to supply components, i.e. bulbs, visors, signs, brackets, etc.)	<u>200.⁰⁰</u> each

75. Service Call (2 hour Response Time) for 250⁰⁰ per hour
 Normal business hours Monday to Friday 6am-6pm
 (Items to include, but not limited to, diagnostic
 And/ or service of: Traffic Controller, Detectors,
 Power Supply, Cabinet Components, Aerial Components, etc.)
76. Service Call (2 hour Response Time) for 400⁰⁰ per hour
 Monday to Friday 6pm-6am, non-planned weekend event
 or holiday.
 (Items to include, but not limited to, diagnostic and/ or
 Service of: Traffic Controller, Detectors, Power Supply,
 Cabinet Components, Aerial Components, etc.)
77. 55' Bucket Truck Service 250⁰⁰ per hour
 (Includes operator)
78. Auger Truck Service 300⁰⁰ per hour
 (Includes operator)
79. Crane Rental-100 ft. boom 360⁰⁰ per hour
 (Includes operator)
80. Crane Rental- 200 ft. boom 840⁰⁰ per hour
 (Includes operator)
81. Traffic Control Scheme, to include 2,400⁰⁰ each
 One Lane Closure in accordance with latest
 MUTCD on a county or city roadway
82. Traffic Control Scheme, to include 3,360⁰⁰ each
 Two Lane Closure in accordance with latest
 MUTCD on a county or city roadway
83. Traffic Control Scheme, to include 2,760⁰⁰ each
 One Lane Closure in accordance with latest
 MUTCD on an interstate highway



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

John Paine, Purchasing

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Nixon Power Services LLC for Kohler 150 kW emergency generator for MPD 1st District.

General fund.

Amount of Contract:

\$36,774.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220602 Nixon Agenda Package POs	Cover Memo	6/2/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9761</u>	2022	(3032) ARCHITECTURAL ENGINEERING	KOHLER KG150 150KW EMERGENCY GENERATOR FOR MPD FIRST PRECINCT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$36,774.00	<u>(297820) NIXON POWER SERVICES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009761-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 1
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Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/22	297820				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PURCHASE AS PER SOURCEWELL CONTRACT 120617-KOH AND YOUR QUOTE 0026870785 DATED 5-5-2022.

THERE SHALL BE NO ADDITIONAL FEES OR SURCHARGES OF ANY KIND ADDED TO THIS PURCHASE ORDER.

ADDITIONAL FUEL SURCHARGES, SHIPPING, HANDLING OR WAITING FEES WILL NOT BE ACCEPTED OR PAID.

SHIPPER / TRANSPORTER / DRIVER MUST CALL NO LESS THAN 24 HOURS PRIOR TO MAKING DELIVER SO THAT ARRANGEMENTS CAN BE MADE TO HAVE GENERATOR UNLOADED.

CITY WILL NOT PAY FOR ANY WAITING FEES IF SHIPPER / TRANSPORTER / DRIVER FAILS TO CALL NO LESS THAN 24 HOURS PRIOR TO DELIVERY ATTEMPT.

001	GENERATOR STATIONARY, VENDOR TO PROVIDE KOHLER KG150 NATURAL GAS GENSET WITH COVER.	1.00 EACH	36774.00000	36774.00
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Additional Description Notes

PURCHASE AS PER SOURCEWELL CONTRACT 120617-KOH AND YOUR QUOTE 0026870785 DATED 5-5-2022.

KOHLER AWARDED CONTRACT: 120617-KOH

QUOTE#: 0026870785
 DATED 05/05/22

=====	=====
Bill To	Requisition 00009761-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 2
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Vendor
NIXON POWER SERVICES LLC
155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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05/11/22	297820				ARCHITECTURAL ENGINEERING
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LN	Description / Account	Qty	Unit Price	Net Price
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DELIVER TO: CITY OF MOBILE - 1ST PRECINCT @ 2601 DIP

THERE SHALL BE NO ADDITIONAL FEES OR SURCHARGES OF ANY KIND ADDED TO THIS PURCHASE ORDER.

ADDITIONAL FUEL SURCHARGES, SHIPPING, HANDLING OR WAITING FEES WILL NOT BE ACCEPTED OR PAID.

SHIPPER / TRANSPORTER / DRIVER MUST CALL NO LESS THAN 24 HOURS PRIOR TO MAKING DELIVER SO THAT ARRANGEMENTS CAN BE MADE TO HAVE GENERATOR UNLOADED.

CITY WILL NOT PAY FOR ANY WAITING FEES IF SHIPPER / TRANSPORTER / DRIVER FAILS TO CALL NO LESS THAN 24 HOURS PRIOR TO DELIVERY ATTEMPT.

FINAL SHIP TO ADDRESS WLLL BE ON DAUPHIN ISLAND PARKWAY, DEPARTMENT WILL PROVIDE THE CORRECT ADDRESS. DO NOT DELIVER TO 205 GOVERNMENT STREET IN MOBILE, CONTACT DEPARTMENT FOR CORRECT ADDRESS.
Vendor Item

1	2000.80.00.0000.0000.0000.0000.47010.		
	E C0636 .CAPEQUIPMT.		36774.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009761-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 3
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Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/22	297820				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

002 FREIGHT	1.00 EACH	3071.00000	3071.00
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Vendor Item
 Inventory Item/Loc 14009

1 2000.80.00.0000.0000.0000.0000.47020. E C0636 .EQUIPUND5K.			3071.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009761-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 4
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Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/22	297820				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

003 STARTUP	1.00 EACH	2162.00000	2162.00
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1 2000.80.00.0000.0000.0000.0000.47020. E C0636 .EQUIPUND5K.			2162.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

004 MAINTENANCE AGREEMENT: 2 YEAR QUARTERLY MAINTENANCE AGREEMENT	1.00 EACH	3220.00000	3220.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009761-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 5
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Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
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Delivery Reference
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 205 GOVERNMENT STREET
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/22	297820				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.47020. E C0636 .EQUIPUND5K.			3220.00

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Requisition Link

Requisition Total 45227.00

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

Account	Amount	Remaining Budget
E C0636 .CAPEQUIPMT.	36774.00	69431.27
E C0636 .EQUIPUND5K.	8453.00	69431.27

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	36774.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009761-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released
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Page 6

Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/22	297820				ARCHITECTURAL ENGINEERING

Account 2000.80.00.0000.0000.0000.0000.47020.	Amount Remaining Budget 8453.00
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CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN \$5000)

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

Activity	Date	Clerk	Comment
Approved	05/12/22	RODNEY GREELEY	RG
Approved	05/12/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	05/12/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	05/12/22	PAUL PRINE	Auto approved by: 910510512
Approved	05/12/22	WILLIAM REED	Auto approved by: 910510512
Approved	05/12/22	BRENDA RHODES	Auto approved by: 910514227
Approved	05/12/22	TIFFANY HOLLINS	
Approved	05/12/22	RELYA MALLORY	Auto approved by: 910514227
Queued	05/12/22	DONNA MICHELE STANLEY	Auto approved by: 910514227
Queued	05/12/22	DONALD ROSE	Auto approved by: 910514227
Queued	05/12/22	SANDRA LEWIS	Auto approved by: 910514227
Queued	05/12/22	JOHN PAINE	Auto approved by: 910514227

Authorized By: _____ Date: _____
 Signature



Kohler

Generators & Related Equipment

#120617-KOH

Maturity Date: 01/29/2023

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 120617-KOH gives access to the following types of goods and services:

- Diesel generators
- Gas generators
- Automatic transfer switches
- Paralleling switchgear
- Mobile generators
- Home generators
- Small business generators
- Portable generators
- Pumps

Additional information can be found on the vendor-provided, nongovernment website at:

kohlerpower.com/cooperative-purchasing

 [Locate your local dealer or representative](#) 

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)

[e2iQC Contracts](#)

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KOHLER CO

MSRP 1-Dec-17

Sept. 2018 - RES/RCL price increase due to metal tariffs (also correcting mis-stated MSRP on 6-20RES and 60RCL)

April 2019 -Price adjustments and +/-Product additions/deletions.

October 2019 -MSRP price reduction, Product deletion and product upgrades.

Residential Generators

kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	Oct 31st MSRP
6	VSG	Kohler	6 kW L.P./N.G. Genset 24V DC	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,836
6	VSG	Kohler	6 kW L.P./N.G. Genset 36V DC	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,715
6	VSG	Kohler	6 kW L.P./N.G. Genset 48V DC	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,589
6	VSG	Kohler	6 kW L.P./N.G. Genset 48V DC, Oil Makeup Kit	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,826
6	VSG	Kohler	6 kW L.P./N.G. Genset 48V DC, Oil Makeup Kit, Comm Kit	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$5,175
10	RESV	Kohler	Residential Genset, 10kW Nat Gas or LPG, UL	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$2,769
10	RESV	Kohler	Residential Genset, 10kW Nat Gas or LPG, CSA	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$2,769
10	RESVL	Kohler	Residential Genset, 10kW Nat Gas or LPG, RXT 100 Amp, LC-12 spaces, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$3,178
12	RES	Kohler	Residential Genset, 12kW Nat Gas or LPG, UL/CSA	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,120
12	RESV	Kohler	Residential Genset, 12kW Nat Gas or LPG, UL	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$2,928
12	RESV	Kohler	Residential Genset, 12kW Nat Gas or LPG, CSA	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$2,928
12	RESVL	Kohler	Residential Genset, 12kW Nat Gas or LPG, RXT 100 Amp, LC-12 spaces, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$3,429
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, RXT 100 Amp, LC, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$3,949
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, RXT 200 Amp, SE, Load Shed, NEMA 3R	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,049
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, UL	60 Hz	1 Phase	LP/NG	Yes	Air	\$3,501
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA	60 Hz	1 Phase	LP/NG	Yes	Air	\$3,501
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 208V, cUL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	\$3,606
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	\$3,606
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 480V, cUL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	\$3,606
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, UL (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	\$3,685
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	\$3,685
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 208V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	\$3,796
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	\$3,796
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 480V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	\$3,796
14	RCAL	Kohler	Residential Genset, 14kW Nat Gas or LPG, RXT 100 Amp, LC-16 spaces, NEMA1 (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,149
14	RCAL	Kohler	Residential Genset, 14kW Nat Gas or LPG, RXT 200 Amp, SELS (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,249
20	RESCL	Kohler	Residential Genset, 20kW Nat Gas or LPG, RXT 200 Amp, SE, Load Shed Kit, NEMA 3R	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$4,949
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL	60 Hz	1 Phase	LP/NG	Yes	Air	\$4,274
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, CSA & GOST approved	60 Hz	1 Phase	LP/NG	Yes	Air	\$4,274
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	\$4,402
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	\$4,402
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	\$4,402
20	RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	\$4,499
20	RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	\$4,499
20	RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG, 208V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	\$4,634
20	RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	\$4,634
20	RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG, 480V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	\$4,634
20	RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG, RXT 200 Amp, SELS (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	\$5,147
24	RCL	Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$10,699
24	RCL	Kohler	Residential Genset, 24kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$10,806
24	RCL	Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$10,806
24	RCL	Kohler	Residential Genset, 24kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$10,806
24	RCLA	Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$11,230
24	RCLA	Kohler	Residential Genset, 24kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$11,230
24	RCLA	Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$11,230
24	RCLA	Kohler	Residential Genset, 24kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$11,230
24	RCLA	Kohler	Residential Genset, 24kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$11,665
30	RCL	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$11,999
30	RCL	Kohler	Residential Genset, 30kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$12,018
30	RCL	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$12,018
30	RCL	Kohler	Residential Genset, 30kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$12,018

30	RCLA	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$12,380	
30	RCLA	Kohler	Residential Genset, 30kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$12,380	
30	RCLA	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$12,380	
30	RCLA	Kohler	Residential Genset, 30kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$12,380	
30	RCLA	Kohler	Residential Genset, 30kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$12,770	
38	RCLB	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$13,599	
38	RCLB	Kohler	Residential Genset, 38kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$13,735	
38	RCLB	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$13,735	
38	RCLB	Kohler	Residential Genset, 38kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$13,735	
38	RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$14,280	
38	RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$14,280	
38	RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$14,280	
38	RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$14,280	
38	RCLC	Kohler	Residential Genset, 38kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$14,690	
48	RCLB	GM/PSI	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$14,999	
48	RCLB	GM/PSI	Residential Genset, 48kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$15,149	
48	RCLB	GM/PSI	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$15,149	
48	RCLB	GM/PSI	Residential Genset, 48kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$15,149	
48	RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$16,440	
48	RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$16,440	
48	RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$16,440	
48	RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$16,440	
48	RCLC	Kohler	Residential Genset, 48kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$16,905	
60	RCLA	GM/PSI	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$19,593	
60	RCLA	GM/PSI	Residential Genset, 60kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$19,599	
60	RCLA	GM/PSI	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$19,593	
60	RCLA	GM/PSI	Residential Genset, 60kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$19,593	
60	RCLB	Kohler	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$19,860	
60	RCLB	Kohler	Residential Genset, 60kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$19,860	
60	RCLB	Kohler	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$19,860	
60	RCLB	Kohler	Residential Genset, 60kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$19,860	
60	RCLB	Kohler	Residential Genset, 60kW Nat Gas or LPG, 208V, UL, CSA (Block Heater)	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$20,320	
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$23,711	
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$24,699	
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$23,948	
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$23,948	
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$23,948	
100	KGR	Kohler	Residential Genset, 100kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$26,687	
100	KGR	Kohler	Residential Genset, 100kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$27,799	
100	KGR	Kohler	Residential Genset, 100kW Nat Gas, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$26,954	
100	KGR	Kohler	Residential Genset, 100kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$26,954	
100	KGR	Kohler	Residential Genset, 100kW Nat Gas, 480V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$26,954	
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$28,837	
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$30,038	
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$29,125	
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$29,125	
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Aluminum Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$30,038	
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$32,009	
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$32,999	
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$32,329	
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$32,329	
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 480V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$32,329	
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$34,967	
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	\$36,024	
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$34,967	
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$34,967	
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 480V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$34,967	
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 208V, UL, CSA, Aluminum Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	\$36,024	

ATS - Automatic Transfer Switches - Residential										
Amps		Model	Short Description	Voltage	Phase	Poles	Enclosure	Connection	MSRP	
-	Accessories	MODEL RXT	Status Indicator - RXT, Compatible w/generators equipped with RDC2 or DC2 Controllers	-	-	-	-	-	\$ 31.92	

-	Accessories	MODELXRT	Status Ind. - RXT/Load Mgmt, Compatibale w/generators equipped with RDC2 or DC2 Controllers	-	-	-	-	-	\$ 49.00	
-	Accessories	MODELXRT	ATS Load Shed, Compatibale w/generators equipped with RDC2 or DC2 Controllers	-	-	-	-	-	\$ 193.00	
-	Accessories	MODELXRT	Power Relay Module or PRM, Compatibale w/generators equipped with RDC2 or DC2 Controllers	-	-	-	-	-	\$ 63.00	
100	ATS	MODELXRT	Steel Enclosure w/UL Certification, 12 Space Load Center	240V	1 Phase	2 Pole	NEMA 1	w/ load center	\$ 506.00	
100	ATS	MODELXRT	Steel Enclosure w/UL Certification, 16 Space Load Center	240V	1 Phase	2 Pole	NEMA 1	w/ load center	\$ 524.00	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert., 16 Space Load Center	240V	1 Phase	2 Pole	NEMA 3R	w/ load center	\$ 603.00	
400	ATS	MODELXRT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	w/o Load center	\$ 1,881.00	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	SER	\$ 528.00	
150	ATS	MODELXRT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	SER	\$ 740.00	
200	ATS	MODELXRT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	SER	\$ 740.00	
300	ATS	MODELXRT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	SER	\$ 2,777.00	
400	ATS	MODELXRT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	SER	\$ 2,777.00	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert. and CSA Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	w/o Load center	\$ 395.00	
200	ATS	MODELXRT	Alum. Enclosure w/UL Cert. and CSA Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	w/o Load center	\$ 628.00	
400	ATS	MODELXRT	Alum. Enclosure w/UL Cert. and CSA Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	w/o Load center	\$ 1,713.00	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	SER	\$ 638.00	
200	ATS	MODELXRT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	SER	\$ 902.00	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	208V	3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 770.72	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	240V	3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 770.72	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	480V	3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 863.33	
200	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	208V	3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 1,172.03	
200	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	240V	3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 1,172.03	
200	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	480V	3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 1,265.00	
400	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	208V	3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 2,026.10	
400	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	240V	3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 2,026.10	
400	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	480V	3 Phase	3 Pole	NEMA 3R	w/o Load center	\$ 2,283.35	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	208V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,219.68	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	240V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,219.68	
100	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	480V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,321.32	
200	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	208V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,509.48	
200	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	240V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,509.48	
200	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	480V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 1,611.12	
400	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	208V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 2,559.48	
400	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	240V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 2,559.48	
400	ATS	MODELXRT	Alum. Enclosure w/UL Cert.	480V	3 Phase	4 Pole	NEMA 3R	w/o Load center	\$ 2,808.96	
100	ATS	MODELXRT	Steel Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 1	w/o load center	\$ 567.00	
200	ATS	MODELXRT	Steel Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 1	w/o load center	\$ 816.00	
400	ATS	MODELXRT	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 1	w/o load center	\$ 1,739.00	
100	ATS	MODELXRT	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 1	w/ load center	\$ 636.72	
100	ATS	MODELXRT	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 1	w/ load center	\$ 952.00	
200	ATS	MODELXRT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 878.64	
400	ATS	MODELXRT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 1,903.44	
100	ATS	MODELXRT	Aluminum Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	w/ load center	\$ 698.04	
200	ATS	MODELXRT	Aluminum Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	w/ load center	\$ 1,107.96	
200	ATS	MODELXRT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	SER	\$ 1,201.20	
400	ATS	MODELXRT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	SER	\$ 2,822.00	
200	ATS	MODELXRT	Aluminum Enclosure w/UL Certification, Compatible with Load Shed Kit	240V	-	2 Pole	NEMA 3R	SER w/load center	\$ 1,264.00	
100	ATS	MODELXRT	Aluminum Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 628.00	
100	ATS	MODELXRT	Aluminum Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 628.32	
200	ATS	MODELXRT	Aluminum Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 918.00	
400	ATS	MODELXRT	Aluminum Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	w/o load center	\$ 1,943.00	
600	ATS	MODELXRT	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	SER, MPAC1500	\$ 8,415.00	
800	ATS	MODELXRT	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	SER, MPAC1500	\$ 9,141.00	
600	ATS	MODELXRT	Steel Enclosure w/UL Certification	240V	-	2 Pole	NEMA 3R	MPAC-750	\$ 4,687.00	
600	ATS	MODELXRT	Steel Enclosure w/UL Certification	208V	-	3 Pole	NEMA 3R	MPAC-750	\$ 4,974.00	
800	ATS	MODELXRT	Steel Enclosure w/UL Certification	240V	-	3 Pole	NEMA 3R	MPAC-750	\$ 6,385.00	
800	ATS	MODELXRT	Steel Enclosure w/UL Certification	208V	-	3 Pole	NEMA 3R	MPAC-750	\$ 6,385.00	

Portable Generators										
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	MSRP	
1.8	enCube 1.8	Inverter/Solar	1440w continuous, 1800w maximum	60Hz	1 Phase + 5/12vdc	SUN	NA	NA	\$ 1,094.94	
9	PRO90	Kohler CH440	9.0kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	as (NG/LP Ca	Yes&CARB	Air	\$ 1,442.50	

9	PRO90E	Kohler CH440	9.0kW Portable Gasoline Genset, Electric Start, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	as (NG/LP Ca	Yes&CARB	Air	\$ 1,663.70	
6.4	PRO64	Kohler CH390	6.4kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	as (NG/LP Ca	Yes&CARB	Air	\$ 1,256.90	
6.4	PRO64E	Kohler CH390	6.4kW Portable Gasoline Genset, Electric Start, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	as (NG/LP Ca	Yes&CARB	Air	\$ 1,478.10	
5	PRO5.0-3	Kohler	5.0kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	as (NG/LP Ca	Yes&CARB	Air	\$ 799.00	
5	PRO5.0-2	Kohler	5.0kW Portable Gasoline Genset, Min Order Qty (6)	60 Hz	1 Phase or 3 Phase	as (NG/LP Ca	Yes	Air	\$ 849.00	
12.3	PRO12.3EFI	Kohler ECH6	12.3kW Portable Gasoline Genset, Electric Start	60 Hz	1 Phase or 3 Phase	Gasoline	Yes & CARB	Air	\$ 5,530.00	

Portable Pumps										
Size	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	MSRP	
2"	WP20	Kohler CH390	2 inch Water pump	60 Hz	1 Phase or 3 Phase	Gasoline	Yes	Air	\$ 449.04	

December 2017 Sourcewell Member Discounts

While the discount structure may vary from others, the net prices after the Sourcewell discount is applied will be highly competitive vs the market.

[illegible]

ATS - Automatic Transfer Switches - Industrial					NJPA Member Discount	
Model	AMPS	Mechanism	Transition			
KSS	40-1000A	Standard	Open			30%
KSSB	30-1200A	Standard	Open			30%
KCS	30-4000A	Standard	Open			30%
KCP	150-4000A	Standard	Programmed			30%
KCC	150-4000A	Standard	Closed			30%
KBS	150-4000A	Bypass Isolation-M	Open			30%
KBP	150-4000A	Bypass Isolation-M	Programmed			30%
KBC	150-4000A	Bypass Isolation-M	Closed			30%
KAS	150-600A	Bypass Isolation-E	Open			30%
KAP	150-600A	Bypass Isolation-E	Programmed			30%
KGS	150-1200A	Bypass Isolation	Open			30%
KGP	150-1200A	Bypass Isolation	Programmed			30%
KEP	100-4000A	Bypass Isolation	Programmed			30%

Switchgear		NJPA Member Discount	
Similar to Industrial Generators, due to customized nature of every project, it is not possible to provide a standard price list. However NJPA members will receive a 15% discount off configured list price.		15%	

Light Commercial Generators - Gaseous										NJPA Member Discount	
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling			
25	CCL	Kohler	25 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			38%
30	CCL	Kohler	30 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			38%
36	CCL	Kohler	36 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			38%
40	KG	Kohler	40 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
45	KG	Kohler	45 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
50	KG	Kohler	50 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
60	KG	Kohler	60 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
80	KG	Kohler	80 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
100	KG	Kohler	100 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
125	KG	Kohler	125 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
150	KG	Kohler	150 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
180	KG	Kohler	180 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
200	KG	Kohler	2000 kW Genset NG/LPG	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Liquid			40%
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling			
35	REOZT4	Kohler Diesel	35 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid			30%
45	REOZT4	Kohler Diesel	45 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid			30%
55	REOZT4	Kohler Diesel	55 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid			30%
90	REOZT4	John Deere	90 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid			30%
120	REOZT4	John Deere	120 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid			30%
145	REOZT4	John Deere	145 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid			30%
175	REOZT4	John Deere	175 kVA Trailer Mounted Diesel Genset, T4 Certified	60 Hz	1 Phase or 3 Phase	Diesel	Tier 4	Liquid			30%

Residential Generators											NJPA Member Discount (off MSRP)	
kW	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling				
6	VSG	Kohler	6 kW L.P./N.G. Genset 24V DC	Variable Speed	Direct Current	LP/NG	Yes	Air			5%	
6	VSG	Kohler	6 kW L.P./N.G. Genset 36V DC	Variable Speed	Direct Current	LP/NG	Yes	Air			5%	
6	VSG	Kohler	6 kW L.P./N.G. Genset 48V DC	Variable Speed	Direct Current	LP/NG	Yes	Air			5%	
6	VSG	Kohler	6 kW L.P./N.G. Genset 48V DC, Oil Makeup Kit	Variable Speed	Direct Current	LP/NG	Yes	Air			5%	
6	VSG	Kohler	6 kW L.P./N.G. Genset 48V DC, Oil Makeup Kit, Comm Kit	Variable Speed	Direct Current	LP/NG	Yes	Air			5%	
10	RESV	Kohler	Residential Genset, 10kW Nat Gas or LPG, UL	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
10	RESV	Kohler	Residential Genset, 10kW Nat Gas or LPG, CSA	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
10	RESVL	Kohler	Residential Genset, 10kW Nat Gas or LPG,RXT 100 Amp, LC-12 spaces, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
12	RES	Kohler	Residential Genset, 12kW Nat Gas or LPG, UL/CSA	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
12	RESV	Kohler	Residential Genset, 12kW Nat Gas or LPG, UL	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
12	RESV	Kohler	Residential Genset, 12kW Nat Gas or LPG, CSA	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
12	RESVL	Kohler	Residential Genset, 12kW Nat Gas or LPG,RXT 100 Amp, LC-12 spaces, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, RXT 100 Amp, LC, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, RXT 200 Amp, SE, Load Shed, NEMA 3R	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, UL	60 Hz	1 Phase	LP/NG	Yes	Air			5%	
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA	60 Hz	1 Phase	LP/NG	Yes	Air			5%	
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 208V, cUL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air			5%	
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air			5%	
14	RESA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 480V, cUL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air			5%	
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, UL (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air			5%	
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air			5%	
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 208V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air			5%	
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 240V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air			5%	
14	RCA	Kohler	Residential Genset, 14kW Nat Gas or LPG, 480V, cUL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air			5%	
14	RCAL	Kohler	Residential Genset, 14kW Nat Gas or LPG,RXT 100 Amp, LC-16 spaces, NEMA1 (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
14	RCAL	Kohler	Residential Genset, 14kW Nat Gas or LPG,RXT 200 Amp, SELS (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	
20	RESCL	Kohler	Residential Genset, 20kW Nat Gas or LPG, RXT 100 Amp, LC, NEMA1	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air			5%	

20	RESCL	Kohler	Residential Genset, 20kW Nat Gas or LPG, RXT 200 Amp, SE, Load Shed Kit, NEMA 3R	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL	60 Hz	1 Phase	LP/NG	Yes	Air	5%
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL, CSA & GOST approved	60 Hz	1 Phase	LP/NG	Yes	Air	5%
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20	RESC	Kohler	Residential Genset, 20kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20	RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	5%
20	RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL, CSA (ALU Enclosure)	60 Hz	1 Phase	LP/NG	Yes	Air	5%
20	RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 208V, UL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20	RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 240V, UL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20	RCA	Kohler	Residential Genset, 20kW Nat Gas or LPG, 480V, UL, CSA (ALU Enclosure)	60 Hz	3 Phase	LP/NG	Yes	Air	5%
20	RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG, RXT 100 Amp, LC-16 spaces, NEMA1 (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
20	RCAL	Kohler	Residential Genset, 20kW Nat Gas or LPG, RXT 200 Amp, SELS (ALU Encl)	60 Hz	1 Phase or 3 Phase	LP/NG	Yes	Air	5%
24	RCL/A	Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
24	RCL/A	Kohler	Residential Genset, 24kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
24	RCL/A	Kohler	Residential Genset, 24kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
24	RCL/A	Kohler	Residential Genset, 24kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
30	RCL/A	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
30	RCL/A	Kohler	Residential Genset, 30kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
30	RCL/A	Kohler	Residential Genset, 30kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
30	RCL/A	Kohler	Residential Genset, 30kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
38	RCLB/C	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
38	RCLB/C	Kohler	Residential Genset, 38kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
38	RCLB/C	Kohler	Residential Genset, 38kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
38	RCLB/C	Kohler	Residential Genset, 38kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
48	RCLB/C	Kohler	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
48	RCLB/C	Kohler	Residential Genset, 48kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
48	RCLB/C	Kohler	Residential Genset, 48kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
48	RCLB/C	Kohler	Residential Genset, 48kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
60	RCLA/B	Kohler	Residential Genset, 60kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
60	RCLA/B	Kohler	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
60	RCLA/B	Kohler	Residential Genset, 60kW Nat Gas or LPG, 208V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
60	RCLA/B	Kohler	Residential Genset, 60kW Nat Gas or LPG, 240V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
60	RCLA/B	Kohler	Residential Genset, 60kW Nat Gas or LPG, 480V, UL, CSA	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl.	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
80	KGR	Kohler	Residential Genset, 80kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
100	KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
100	KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl.	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
100	KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
100	KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
100	KGR	Kohler	Residential Genset, 100kW Nat Gas or LPG, 480V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Aluminum Encl.	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
125	KGR	Kohler	Residential Genset, 125kW Nat Gas or LPG, 480V, UL, CSA, Aluminum Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
150	ERESC	PSI	Residential Genset, 150kW Nat Gas, 480V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Aluminum Enclosure	60 Hz	1 Phase	LP/NG	Yes	Liquid	5%
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 208V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 240V, UL, CSA, Steel Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%
150	KGR	Kohler	Residential Genset, 150kW Nat Gas, 480V, UL, CSA, Aluminum Enclosure	60 Hz	3 Phase	LP/NG	Yes	Liquid	5%

ATS - Automatic Transfer Switches - Residential

Amps	Model	Model	Short Description	Voltage	Phase	Poles	Enclosure	Connection	Sourcewell Member Discount
-	Accessories	MODEL RXT	ATS Load Shed, Compatible w/generators equipped with RDC2 or DC2 Controllers	-	-	-	-	-	5%
-	Accessories	MODEL RXT	Power Relay Module or PRM, Compatible w/generators equipped with RDC2 or DC2 Controllers	-	-	-	-	-	5%
100	ATS	MODEL RXT	Steel Enclosure w/UL Certification, 12 Space Load Center	240V	1 Phase	2 Pole	NEMA 1	w/ load center	5%
100	ATS	MODEL RXT	Steel Enclosure w/UL Certification, 16 Space Load Center	240V	1 Phase	2 Pole	NEMA 1	w/ load center	5%
100	ATS	MODEL RXT	Alum. Enclosure w/UL Cert., 16 Space Load Center	240V	1 Phase	2 Pole	NEMA 3R	w/ load center	5%
400	ATS	MODEL RXT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	w/o Load center	5%
100	ATS	MODEL RXT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	service entrance rated	5%
150	ATS	MODEL RXT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	service entrance rated	5%
200	ATS	MODEL RXT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	service entrance rated	5%
300	ATS	MODEL RXT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	service entrance rated	5%
400	ATS	MODEL RXT	Alum. Enclosure w/UL Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	service entrance rated	5%
100	ATS	MODEL RXT	Alum. Enclosure w/UL Cert. and CSA Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	w/o Load center	5%
200	ATS	MODEL RXT	Alum. Enclosure w/UL Cert. and CSA Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	w/o Load center	5%
400	ATS	MODEL RXT	Alum. Enclosure w/UL Cert. and CSA Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	w/o Load center	5%
100	ATS	MODEL RXT	Alum. Enclosure w/CSA Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	service entrance rated	5%
200	ATS	MODEL RXT	Alum. Enclosure w/CSA Cert., includes combined board w/load shedding capability	240V	1 Phase	2 Pole	NEMA 3R	service entrance rated	5%
100	ATS	MODEL RXT	Alum. Enclosure w/UL Cert.	208V	3 Phase	3 Pole	NEMA 3R	w/o Load center	5%
100	ATS	MODEL RXT	Alum. Enclosure w/UL Cert.	240V	3 Phase	3 Pole	NEMA 3R	w/o Load center	5%
100	ATS	MODEL RXT	Alum. Enclosure w/UL Cert.	480V	3 Phase	3 Pole	NEMA 3R	w/o Load center	5%
200	ATS	MODEL RXT	Alum. Enclosure w/UL Cert.	208V	3 Phase	3 Pole	NEMA 3R	w/o Load center	5%
200	ATS	MODEL RXT	Alum. Enclosure w/UL Cert.	240V	3 Phase	3 Pole	NEMA 3R	w/o Load center	5%

Portable Pumps									
Size	Model	Engine	Short Description	Hz	Phase	Fuel Type	EPA Cert.	Cooling	NJPA Member Discount off MSRP
2"	WP20	Kohler CH395	2 inch Water pump	60 Hz	1 Phase or 3 Phase	Gasoline	Yes	Air	10%

Sourced Goods via Local Authorized Kohler Distributors

	Sourcewell Member Discount off Distributor List Price
Freight	5%
Start-up & Training	5%
Rental Rates	5%
Used Kohler Equipment	5%
Kohler Parts	5%
Custom Tanks & Enclosures	5%
Custom ATSS	5%
Preventive Maintenance Agreements/Service (all brands)	5%
Installation by contractors (turn-key)	5%

DISTRIBUTOR DIRECTORY

Industrial / Mobile Generators
North America



KOHLER[®]
IN POWER. SINCE 1920.

NORTH AMERICAN DISTRIBUTORS

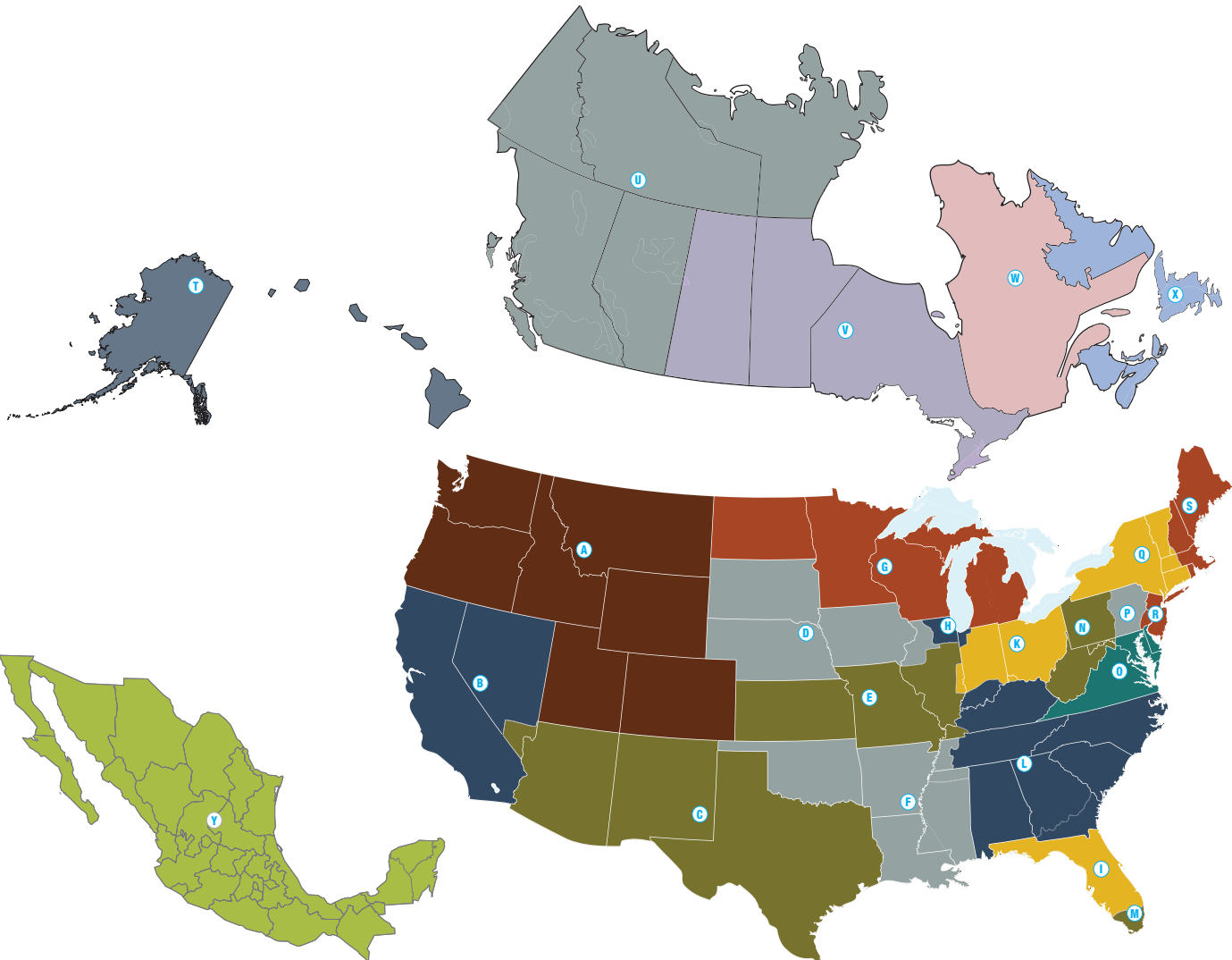
The service and support you need.

UNITED STATES

DISTRIBUTOR	ADDRESS	CITY	STATE	ZIP CODE	PHONE	WEBSITE
BAY CITY ELECTRIC WORKS	860 Lawson Avenue	City of Industry	California	91748	1 (866) 938-8200	bcew.com
	322 Lindbergh Avenue	Livermore	California	94551	1 (866) 938-8200	
	13625 Danielson Street	Poway	California	92064	1 (866) 938-8200	
BUCKEYE POWER SALES CO., INC.	1707 S. Franklin Road	Indianapolis	Indiana	46239	1 (317) 271-9661	buckeyepowersales.com
	6850 Commerce Court Drive	Blacklick	Ohio	43004	1 (614) 861-6000	
	8155 Howe Industrial Parkway	Canal Winchester	Ohio	43110	1 (614) 751-4515	
	8465 Tower Drive	Twinsburg	Ohio	44087	1 (330) 425-9165	
	4992 Rialto Road	West Chester	Ohio	45069	1 (513) 755-2323	
CK POWER	9910 Lakeview Avenue	Lenexa	Kansas	66219	1 (913) 213-5600	ckpower.com
	1100 Research Boulevard	Saint Louis	Missouri	63132	1 (314) 868-8620	
	2630 North Westgate Avenue, Suite B	Springfield	Missouri	65803	1 (417) 755-7270	
COOPER POWER SYSTEMS	42 Cindy Lane	Ocean	New Jersey	07712	1 (732) 774-1058	coopergenerators.com
	402 Bloomfield Avenue	West Berlin	New Jersey	08091	1 (856) 719-1100	
	70 Marcus Boulevard	Hauppauge	New York	11788	1 (631) 478-6230	
ELECTRICAL ENGINEERING & EQUIPMENT CO.	206 East 5th Street	Davenport	Iowa	52801	1 (888) 323-2214	3e-co.com
	1808 Delaware Avenue	Des Moines	Iowa	50317	1 (515) 266-8890	
	7402 L Street	Omaha	Nebraska	68127	1 (402) 342-3050	
	12080 JB Road	Summerset	South Dakota	57718	1 (605) 490-1947	
FIDELITY POWER SYSTEMS	25600 Business Park Drive	Seaford	Delaware	19973	1 (302) 536-7655	fidelityengineering.com
	25 Loveton Circle	Sparks	Maryland	21152	1 (410) 771-9400	
	2526 Turkey Creek Road	Oilville	Virginia	23129	1 (804) 749-8600	
	5571 Hollins Road	Roanoke	Virginia	24012	1 (540) 265-2999	
	7432 Alban Station Road, Suite 105	Springfield	Virginia	22150	1 (703) 440-8730	
KINSLEY POWER SYSTEMS	14 Connecticut South Drive	East Granby	Connecticut	06026	1 (860) 844-6100	kinsleypower.com
	60 Loudonville Road	Albany	New York	12204	1 (518) 458-8614	
	310 Guinea Road	Brewster	New York	10509	1 (914) 218-9940	
	6200 East Molley Road	East Syracuse	New York	13057	1 (315) 455-8440	
	2205 Kenmore Avenue, Suite 104	Tonawanda	New York	14207	1 (716) 876-2324	
KRAFT POWER CORPORATION	199 Wildwood Avenue	Woburn	Massachusetts	01801	1 (781) 938-9100	kraftpower.com
LOFTIN EQUIPMENT COMPANY	2111 East Highland Avenue, Suite 255	Phoenix	Arizona	85016	1 (602) 272-9466	loftinequip.com
	12 North 45th Avenue	Phoenix	Arizona	85043	1 (602) 272-9466	
	1241 Universal City Boulevard	Universal City	Texas	78148	1 (210) 881-1623	
	6113 Brittmoores Road	Houston	Texas	77041	1 (281) 310-6858	
	5204 Bear Creek Court	Irving	Texas	75061	1 (214) 237-4566	
NIXON POWER SERVICES	1440 Lakes Parkway, Suite 600	Lawrenceville	Georgia	30043	1 (770) 448-6687	nixonpower.com
	11910 Carrier Court	Louisville	Kentucky	40299	1 (502) 267-0474	
	3101 Yorkmount Road, Suite 100	Charlotte	North Carolina	28208	1 (704) 588-1043	
	3821 Commerce Park Drive	Raleigh	North Carolina	27610	1 (919) 279-9191	
	5038 Thornhough Lane	Brentwood	Tennessee	37027	1 (615) 309-5823	
	1612 Highway 75	Blountville	Tennessee	37617	1 (423) 279-0357	
	1515 JP Hennessy Drive	La Vergne	Tennessee	37086	1 (615) 244-0650	
PALCO	2351 Mount Pleasant Road	Norvelt	Pennsylvania	15674	1 (724) 424-3900	palcogenerators.com
	2 Wall Street	Winfield	West Virginia	25213	1 (304) 586-3838	
POWER DEPOT INC.	3553 Northwest 78th Avenue	Miami	Florida	33122	1 (305) 592-7100	powerdepot.com
POWER PRODUCTS SYSTEMS, LLC	432 Warren Avenue	Portland	Maine	04103	1 (207) 797-5188	powerprodsys.com
	90 Bay State Road	Wakefield	Massachusetts	01880	1 (781) 246-1811	
POWER SYSTEMS WEST	3233 Oakland Street	Aurora	Colorado	80010	1 (303) 360-7110	powersystemswest.com
	4499 Market Street	Boise	Idaho	83705	1 (208) 342-6541	
	6110 North Cutter Circle	Portland	Oregon	97217	1 (503) 224-3623	
	3738 West 2340 South, Suite E	Salt Lake City	Utah	84120	1 (801) 886-1424	
	2004 48th Avenue, Court E	Fife	Washington	98424	1 (253) 517-1701	
RP POWER LLC	7777 North Shore Place	North Little Rock	Arkansas	72118	1 (501) 568-3000	rppower.com
	14615 Metro Plaza Boulevard	Edmond	Oklahoma	73013	1 (501) 568-3000	
	1111 North 105 East Avenue	Tulsa	Oklahoma	74116	1 (918) 960-6000	
	10100 Vista Cove	Olive Branch	Mississippi	38654	1 (901) 386-4933	
STEINER ELECTRIC COMPANY	1275 Touhy Avenue	Elk Grove Village	Illinois	60007	1 (847) 956-3098	steinerelectric.com
	10520 Busch Boulevard	Jacksonville	Florida	32218	1 (904) 696-8644	
TAW POWER SYSTEMS	4372 LB McLeod Boulevard	Orlando	Florida	32811	1 (407) 855-0974	tawps.com
	1500 NW 15th Avenue	Pompano Beach	Florida	33069	1 (954) 977-0202	
	6312 78th Street	Riverview	Florida	33578	1 (813) 840-3500	
TOTAL ENERGY SYSTEMS	4324 Airlane Drive Southeast, Suite B	Grand Rapids	Michigan	49512	1 (888) 548-1400	totalenergysystems.com
	29905 Anthony Drive	Wixom	Michigan	48393	1 (248) 624-7230	
	9330 James Ave S	Bloomington	Minnesota	55431	1 (888) 548-1400	
	2211 American Boulevard	De Pere	Wisconsin	54115	1 (888) 548-1400	
WINTER ENGINE-GENERATOR SERVICE INC.	8525 North 87th Street	Milwaukee	Wisconsin	53224	1 (888) 548-1400	winterenggen.com
	715 Vogelsson Road	York	Pennsylvania	17404	1 (717) 848-3777	

CANADA/MEXICO/PUERTO RICO

DISTRIBUTOR	ADDRESS	CITY	PROVINCE	COUNTRY	ZIP CODE	PHONE	WEBSITE
FRONTIER POWER PRODUCTS, LTD.	10547 - 42 Street S.E.	Calgary	Alberta	Canada	T2C 5B9	1 (403) 720-3735	frontierpower.com
	9204 37th Avenue	Edmonton	Alberta	Canada	T6E 5L4	1 (780) 455-2260	
SANSOM EQUIPMENT LTD.	7983 Progress Way	Delta	British Columbia	Canada	V4G 1A3	1 (604) 946-5531	sansom.ca
	420 Wilsey Rd.	Fredricton	New Brunswick	Canada	E3B 6E9	1 (506) 444-0344	
	63 A Oleary Avenue	St Johns	Newfoundland	Canada	A1B 2C9	1 (709) 726-4344	
DRUMCO ENERGY INC.	100 Upham Drive	Truro	Nova Scotia	Canada	B2N 6W8	1 (902) 895-2885	drumcoenergy.ca
	4825 Route 139	Drummondville	Quebec	Canada	J2A 4E5	1 (819) 850-0093	
PRITCHARD POWER SYSTEMS	100 Otter Street	Winnipeg	Manitoba	Canada	R3T 0M8	1 (204) 474-5909	thepritchardgroup.com
	5159 Bradco Boulevard	Mississauga	Ontario	Canada	L4W 2A6	1 (204) 474-5909	
COMERCIALIZADORA GENERATA, S.A. DE C.V.	Avenida de las Fuentes 33, Piso 5	Tecamachalco Naucalpan		Mexico	53950	52(55) 5519-0777	generata.com
MILLENNIUM POWER SYSTEMS	Carr 734, Km 6.2 Bo Arenas Street	Cidra		Puerto Rico	00739	1 (787) 738-7726	frontierpower.com
AKM MANUFACTURING INC.	#418 Calle A Suite 1	San Juan		Puerto Rico	00920	1 (787) 620-4950	akmmfg.com
CASCO SALES CO. INC.	Carr 865, Km 5.6, Barrio Candelaria	Toa Baja		Puerto Rico	00962	1 (787) 788-8383	cascosales.com



UNITED STATES

- A POWER SYSTEMS WEST
- B BAY CITY ELECTRIC
- C LOFTIN EQUIPMENT
- D ELECTRICAL ENGINEERING & EQUIPMENT CO
- E CK POWER
- F RP POWER
- G TOTAL ENERGY SYSTEMS
- H STEINER ELECTRIC
- I TAW POWER SYSTEMS
- K BUCKEYE POWER SALES
- L NIXON POWER SERVICES
- M (DUAL) TAW/POWER DEPOT
- N PALCO
- O FIDELITY POWER SYSTEMS
- P WINTER ENGINE
- Q KINSLEY POWER SYSTEMS
- R (DUAL) - COOPER/KINSLEY POWER SYSTEMS
- S (DUAL) - KRAFT/POWER PRODUCTS SYSTEMS
- T CONTACT KOHLER CO. 800-544-2444

CANADA

- U FRONTIER POWER PRODUCTS LTD.
- V PRITCHARD POWER SYSTEMS
- W DRUMCO ENERGY, INC.
- X SANSOM EQUIPMENT LTD.

MEXICO

- Y COMERCIALIZADORA GENERATA



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide consultant services for the Mobile Riverfront Redevelopment Project

Amount of Contract:

\$766,895.00

Funding Source

Project # Mobile Riverfront Redevelopment Project -
Professional Services Contract/consulting services **Discretionary Funds**
PR-029

Project String GRANT: G-GOMESA (Gulf of Mexico Energy Security Act) **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	6/2/2022 - 10:28 AM
Accounting	Christian, Rebecca	Approved	6/2/2022 - 1:21 PM
Legal	Kern, Chris	Approved	6/2/2022 - 1:27 PM
Legal	Kern, Chris	Approved	6/2/2022 - 1:27 PM

Mayors
Office

Montgomery, Brandi

Approved

6/2/2022 - 3:01
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

ThinkGard's cybersecurity services will assist the City's network security staff with daily log review of network security issues or abnormalities and provide weekly vulnerability reports and additional personnel and resources for incident response to security breaches.

Amount of Contract:

\$291,510

Effective Date of Contract:

6/14/2022

Renewal Date of Contract:

10/1/2025

Funding Source

Project #

Project String 10045000.42200

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
MIT	Kearney, Scott	Approved	5/27/2022 - 3:04 PM

Budget	Sapp, Celia	Approved	5/27/2022 - 2:35 PM
Legal	Kern, Chris	Approved	6/1/2022 - 3:23 PM
Legal	Kern, Chris	Approved	6/1/2022 - 3:23 PM
Mayors Office	Montgomery, Brandi	Approved	6/2/2022 - 3:02 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Cassie Boatwright, Director of REAM

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Alabama Department of Economic and Community Affairs (ADECA) in the amount of \$250,000.00 with a 20% match of \$50,000.00 for the Electric Vehicle Infrastructure Program.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$250,000.00

Matching Funds \$50,000.00

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Christian, Rebecca	Approved	6/2/2022 - 3:11 PM
Legal Kern, Chris	Approved	6/2/2022 - 3:12 PM
Legal Kern, Chris	Approved	6/2/2022 - 3:13 PM
Mayors Office Montgomery, Brandi	Approved	6/2/2022 - 4:09 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/2/2022 - 2:41 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/7/2022

Submitted by:

Chris Arledge, Council Attorney

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

6/7/2022 - 9:49
AM